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|--|--|
| BID NUMBER | ADAE 01/2021 |
| DESCRIPTION OF GOODS/ SERVICES/ WORKS | Appointment of panel of service providers to undertake resource mobilisation/fundraising for capacity building and skills development programs on risk basis for a period of 36 months. |
| PROJECT NAME | Agribusiness Development Agency (ADA) |
| NAME OF BIDDER/ COMPANY: | |
| | |
| CSD REGISTRATION NUMBER | |
| ADA RECEIPT NUMBER | |

NOTICE TO BIDDERS

- Bid documents can be downloaded on the ADA website: <http://www.ada-kzn.co.za/open-tenders/> from the 22nd of October 2021 at 12:00. Bid documents will also be obtainable from ADA Offices, No.5 Cascades Crescent , Cascades Office Park, Montrose, Pietermaritzburg 3202 at a non-refundable fee of R300 per set.
- A non-compulsory virtual clarification meeting will take place on Monday, the 29th of October 2021 at 10:00 - 11:00 on Microsoft teams.
- Should you be interested please RSVP by sending an email to mabason@ada-kzn.co.za by the 27th of October 2021.
- Validity Period of Bid Offer: 120 days.

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SECTION A

PART A INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AGRIBUSINESS DEVELOPMENT AGENCY | | | | | |
|---|---|---------------|---|--|-------|
| BID NUMBER: | ADAE 01/2021 | CLOSING DATE: | 24 November 2021 | CLOSING TIME: | 11H00 |
| DESCRIPTION | Appointment of panel of service providers to undertake resource mobilisation/fundraising for capacity building and skills development programs on risk basis for a period of 36 months. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT AGRIBUSINESS DEVELOPMENT AGENCY | | | | | |
| No 5 Cascades Crescent | | | | | |
| Cascades Office Park | | | | | |
| Montrose | | | | | |
| Pietermaritzburg | | | | | |
| <i>Envelope should bear bid number and description and addressed to the Supply Chain Management</i> | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr Nkululeko Mabaso | | CONTACT PERSON | Mr Thamsanqa Majazi | |
| TELEPHONE NUMBER | 033 846 8642 | | TELEPHONE NUMBER | 033 347 8624/ 063 648 9753 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | mabason@ada-kzn.co.za | | E-MAIL ADDRESS | majozit@ada-kzn.co.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |

| | | | |
|--|--|---|---|
| VAT REGISTRATION NUMBER | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | OR | CENTRAL SUPPLIER DATABASE No: MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> |
| YES <input type="checkbox"/> NO | | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> |
| YES <input type="checkbox"/> NO | | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> |
| YES <input type="checkbox"/> NO | | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> |
| YES <input type="checkbox"/> NO | | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> |
| YES <input type="checkbox"/> NO | | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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:

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. **The bidder must initial each and every page of the bid document.**

SECTION C

QUESTIONNAIRE REPLIES

N. B: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID

1. Are the prices/rates quoted firm?
2. Is the delivery period stated firm?
3. How will delivery be affected?
4. Is the equipment guaranteed for a minimum period of six months?
.....
5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where a machine/ goods as offered by you can be inspected under working conditions?
.....
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
8. Where is stock held?
9. What facilities exist for the servicing of the machine/goods offered?
.....
10. Where are these facilities available?
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
.....
12. Is a special import permit required?
.....

.....
SIGNATURE OF BIDDER

.....
DATE

SECTION D

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Kwa-Zulu Natal Agricultural Trust t/a Agribusiness Development Agency (hereinafter called the "ADA") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

(a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;

(b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the Treasury's Practice Notes, the Conditions of Contract, and the Special Conditions of Contract with which I/we am fully acquainted;

(c) If I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the ADA.

I/we will then pay to the ADA any additional expenses incurred by the ADA having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The ADA shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;

(d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

(e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domiciliumcitandi et executandi* in the Republic at (full physical address):

.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SOON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED INTERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TOTHS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the ADA, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the ADA, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the ADA as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the ADA may suffer by having to make less favorable arrangements after such cancellation.

SIGNED ON THISDAY OF20..... AT.....

SIGNATURE OF BIDDER OR DULY NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE ON BEHALF OF (BIDDER'S NAME):

.....

CAPACITY OF SIGNATORY:.....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE):.....

.....

POSTAL ADDRESS

TELEPHONE NUMBER:.....

FAX NUMBER:.....

CELLULAR PHONE NUMBER:.....

E-MAIL ADDRESS:

SECTION E

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors

On.....20.....,

Mr./Mrs..... (Whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1..... 2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am
the sole owner of the business trading
as.....
.....

.....
SIGNATURE

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| | | |
| | | |
| | | |

We, the undersigned partners in the business trading as.....
Hereby authorizeto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection to this bid and /or contract on behalf of

| | | |
|------------------|------------------|------------------|
| | | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| | | |
| DATE | DATE | DATE |

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at
.....Mr/Ms.....
Whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1. **2.**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr./Ms....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1 **2**

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr./Mrs.....,

Mr./Mrs.....,

Mr./Mrs.....and

Mr./Mrs.....,

(whose signatures appear below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr./Mrs.....
(whose signature appear below) have been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:

SIGNATURE: DATE:

SECTION F

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty

or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchase rand shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by are 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 are preventative 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 the m 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 /Guarantee

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 actor 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 10 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.

15.6 The service provider should indicate if there is a services plan.

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 been 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 antidumping 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 favorable 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 maybe 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 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.

SECTION G

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION AND RELEVANT INFORMATION

This bid is invited and will be awarded and administered in terms of the following prescripts and conditions which is applicable to this contract:-

- 1.1 Section 217 of the Constitution of the Republic of South Africa,
- 1.2 The Public Finance Management Act No 1 of 1999 as amended by Act No 29 of 1999 and its Regulations in general,
- 1.3 The Preferential Procurement Policy Framework Act No, 5 of 2000 and its regulations as amended 2017,
- 1.4 National Treasury Supply Chain Management Practice/ Instruction notes and other guidelines.
- 1.5 The Broad Based Black Economic Empowerment Act No 53 of 2003

2. REQUIRED DOCUMENTS/ INFORMATION

If any of the documents or conditions is not met then the ADA reserves the right to disqualify the bid.

2.1 The bidder shall ensure that all the required information is furnished; VIZ:-

- 2.1.1 Invitation to Bid (Section A)
- 2.1.2 Special Instructions and Notices to bidders (Section B)
- 2.1.3 Questionnaire Replies (Section C)
- 2.1.4 Conditions of Bid (Section D)
- 2.1.5 Authority to sign a Bid (Section E)
- 2.1.6 General Conditions of Contract (Section F)
- 2.1.7 Special Conditions of Contract (Section G)
- 2.1.8 Declaration of interest (Section H)
- 2.1.9 Certificate of Independent Bid Determination (Section I)
- 2.1.10 Declaration of Bidder's past Supply Chain Management practices (Section J)
- 2.1.11 Tax Clearance Certificate Requirements (Section K)
- 2.1.12 Preference Points Claim Form in terms of PPPFA regulations 2017 (Section L) [sworn affidavit to be completed are attached for EME or QSE's]
- 2.1.13 Registration on CSD (Section M)
- 2.1.14 Declaration that information on CSD is correct and up to date (Section N)
- 2.1.15 Terms of Reference (ToRs) (Annexure 1)

2.1.16

- (i) Annexure Statement of availability
- (ii) Annexure 3 - Evaluation criteria for functionality
- (iii) Annexure 4- CV template for the proposed team members/key experts
- (iv) Annexure A –Bidder's Detailed Experience (template)

2.1.17 Registration on CSD (Section N)

2.1.18 Declaration that information on CSD is correct and up to date (Section P)

The ADA reserves the right not to evaluate any bids if any of the prescribed documents are not furnished with the bid.

3. ACCEPTANCE OF OFFER

- a. This bid has been invited, and will be adjudicated in terms of the PPPFA, the National Treasury Practice Notes and other legislative requirements as stipulated above. The ADA is under no obligation to accept the lowest or any bid and reserves the right to accept any bid either in whole, or part thereof.
- b. Site inspections may be conducted as part of the evaluation process.
- c. The financial standing of bidders and their ability to supply goods/ works or render services may be examined before their bids are considered for acceptance.
- d. ADA is under no obligation to accept the lowest or any bid submitted.

4. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the ADA Legal Services, SCM Unit and relevant Project Initiator screening the amendment before it is signed.

5. CESSION OF A CONTRACT

Any cession of a contract will only be accepted after the relevant approval has been obtained from the ADA

6. REMEDIES IN THE CASE OF INCORRECT PREFERENCES

- a. Should a bidder be awarded a contract on the basis of a misrepresentation of Information which he/she supplied regarding the preference which he/she claimed, or any other information and it is shown later that the information is incorrect, in addition to any legal impact which it may have, the ADA will:-
- b. Recover any costs or damages which the ADA may have suffered as a result of the inclusion in the contract, and/or

- c. Cancel the contract and recover any loss which the ADA may have suffered as a result of having to make less favourable arrangements.

7. CHANGE OF ADDRESS

Bidders must advise the ADA should their address details change from the time of bid to the expiry of the contract.

8. COMMUNICATION

All correspondence with regard to this bid must be addressed or hand delivered to the:

Supply Chain Manager
No. 5 Cascades Crescent
Cascades Office Park
Montrose
3202

All technical enquiries must be directed to the following:

Mr Thamsanqa Majozi, Telephone 033 347 8624/ 063 648 9753 or email at majozit@ada-kzn.co.za

9. COMPLETION OF SPECIFICATION

Where specifications are designed in such a way that responses would be required from the bidders, these forms **must** be completed and submitted as part of the bid document.

10. COMPLETENESS OF BID

Bid offers will be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

11. CONDITIONS OF BID

- a. The successful contractor must be in a position to assume duty on the date stipulated in the letter of acceptance and/ or as agreed with ADA.
- b. No offers received by telegram, telefax, or facsimile will be considered.
- c. It shall be noted that the ADA is under no obligation to accept the lowest or any bid.
- d. The offer shall be made strictly according to the specification.
- e. By the submission of the bid, the successful bidder undertakes to appoint a supervisor for the purpose of receiving instructions relating to the provision of the service and accepting responsibility for the execution of such instructions.

- f. Bidders must provide the following particulars about themselves as part of the bid:
- (i) Name, address and contact details of bankers together with their bank account number
 - (ii) The names, identity numbers and physical addresses of all partners in cases where persons, a partnership, of a firm consists of a partnership.
 - (iii) Proof and references where works of similar nature was performed.

12. CONTRACT PERIOD

- a. The contract period shall remain in force as determined by the contractual agreement.
- b. The commencement date shall be from the date of inception meeting and/ or as per contractual agreement.
- c. The ADA reserves the right to terminate the contract with any contractor should the contractor fail for fulfil his/ her contractual obligation in terms of the contract.

13. EQUAL BIDS

In the event that two or more bid offers have equal total points, the highest ranking bidder will be the one scoring the highest number of points in terms of B-BBEE level of contribution.

Should two or more bid offers be equal in all respects, the adjudication shall be decided by selecting a bidder with the highest points on functionality, should the bidders have equal points on functionality, the adjudication shall be decided by drawing of lots.

14. JOINT VENTURE

15.1 Any bid submitted by a Joint Venture / Consortium must be accompanied by a certified copy of the Joint Venture Agreement. Such agreement must specify the percentage of the bid/ contract to be undertaken by each participating entity.

15.2 Project execution plan signed by both parties must be submitted and the following should be considered:

- magnitude of the contract to be executed
- nature of service to be rendered

15.3 Any joint venture/ consortium wishing to claim for preference points must submit a B-BBEE level of contribution certificate issued by Verification entity accredited by SANAS or relevant body.

15. EXECUTION CAPACITY

The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that s/he had the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/ her experience as a company to undertake the contract. References of past experience of owners/ employees of new entities must accompany the bid document, therefore bidders are required to complete and submit (Annexure A) in detail.

16. GENERAL APPROACH

A service provider may not recruit or shall not attempt to recruit an employee of the principal for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof. Such attempt will lead to a contract being terminated or may result in the rejection of the bid.

17. CONFLICT OF INTEREST

Bidders are requested to provide professional, objective and impartial advice/ service and at all times hold the client's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests. Bidders should not perform any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Agency. Without limitation on the generality of this rule, bidders would not be hired under the following circumstances:

- A firm, which has been engaged by the Accounting Officer/Authority to provide goods or works for a project and any of its affiliates, would not be eligible to provide consulting services for the same project. Similarly, a firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates, would be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under turnkey or design and build contract.
- Consultants or any of their affiliates would not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

18. MENTORSHIP/ TRANSFER OF SKILLS

The bidders should ensure that there is transfer of skills to ADA and its stakeholders whilst being contracted by the agency.

19. ELIGIBILITY OF BIDDER

- The bidder must possess and submit the required qualifications, certificates, etc. and as stipulated on the Terms of Reference in order to be eligible to bid.

20. IRREGULARITIES

Companies are encouraged to advise the ADA timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

21. LATE SUBMISSION OF BIDS

Bid offers are late if they are received at the address indicated in the bid document after the stipulated closing date and time.

A late bid documents will not be considered.

22. NOTIFICATION OF ADJUDICATION OF BID

Notification of the adjudication of bid shall be in published in the media where the invitation to bid was advertised and ADA website.

23. TAX CLEARANCE CERTIFICATE

- a) A Valid Tax Clearance Certificate/ Valid Tax Compliance Status Pin Document obtainable from SARS must be submitted with the bid before the closing date and time of the bid.
- b) Each party in the Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate or Valid Tax Compliance Status Pin together with the bid before the closing date and time of bid.

24. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

Before any action is taken, the ADA shall warn the contractor by the registered/ certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory service within the specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the ADA will:

- (i) Take action in terms of its delegated powers
- (ii) Make a recommendation for cancellation of the contract.

25. VALIDITY PERIOD AND EXTENSION THEREOF

However, circumstances may arise whereby the ADA may request the bidders to extend the validity period. Should this occur, the ADA will request bidders to extend the validity period under the same terms and conditions as originally tendered by the bidders. This request will be done before the expiry of the original validity period.

26. COMPULSORY RETURNABLE DOCUMENTS/ INFORMATION

The proposal should include the following:

- ✓ The bidders will be required to submit company profiles.
- ✓ CVs of key experts
- ✓ Bidders must be accredited or be in partnership with at least three (3) of the following ADA strategic SETA's (FoodBev SETA, AgriSETA, LGSETA, MICT SETA, FP&M SETA, MERSETA, CETA, EWSETA & Services SETA)

NB: Failure to submit the documents/ information required will result in automatic disqualification.

27. CURRENT AND PREVIOUS EXPERIENCE

Bidders are required to complete Annexure A for all current and previous related contracts.

The experience outlined in Annexure A must be supported or aligned to referral letters stating the contract value and period of service undertaken.

28. EVALUATION CRITERIA

The bidders' capability in rendering the required services and compliance with the specification will be assessed prior to application of **80/20** preference points system.

32.1. EVALUATION OF FUNCTIONALITY

The total score for functionality is eighty (80) points and the minimum passing score is forty-eight (48) points (see attached Annexure "3"). The bidder/s who had attained the minimum passing score and overall score will further be assessed on price and B-BBEE.

32.2 EVALUATION OF PRICE AND B-BBEE LEVEL OF CONTRIBUTION

The bidder who obtains the minimum points and above will be evaluated on price (80) and B-BBEE (20) - refer to Section N and its attachments. The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

33. RISK ASSESSMENT

ADA reserves the right to assess the bidder's capability prior to contracting the services in order to mitigate risks.

34. SUPPLIER REGISTRATION

The service provider/ supplier must be registered on Central Suppliers' Database (CSD) system; www.csd.gov.za. ADA will not award or appoint a bidder who is not registered on the CSD as a prospective supplier.

SECTION H

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....

- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement.....
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:.....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative

work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

| Full Name | Identity Number | Personal Income Tax Reference Number | State Number / Number | Employee / Persal Number |
|------------------|------------------------|---|------------------------------|---------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

SECTION I

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious

will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

| | |
|------------------|-----------------------|
| | |
| Signature | Date |
| | |
| Position | Name of Bidder |

SECTION J

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

- a. abused the institution's supply chain management system;
- b. committed fraud or any other improper conduct in relation to such system; or
- c. failed to perform on any previous contract.

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

CERTIFICATION

**I, THE UNDERSIGNED (FULLNAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION K

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. **The Tax Clearance Certificate or Valid Tax Compliance Status Pin document must be submitted together with the bid.**
2. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate/ Valid Tax Compliance Status Pin.
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
4. Where no TCS pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

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.

SECTION L

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference points system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. **DEFINITIONS**

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

- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|--------------------------|--------------------------|
| Black people | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are youth | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are women | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people with disabilities | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people living in rural or underdeveloped areas or townships | <input type="checkbox"/> | <input type="checkbox"/> |
| Cooperative owned by black people | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--|--|
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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

SECTION M

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE (CSD)

1. In terms of Kwa-Zulu Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then ADA may, without prejudice to any other legal rights or remedies it may;

3.1. De-register the supplier from the Database

3.2 cancel a bid or contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

SECTION N

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS
CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH
RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND
THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF
SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A
CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS,
AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON
THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

ANNEXURE 1
TERMS OF REFERENCE

1. Introduction

Agribusiness Development Agency (ADA) hereby invites Service Providers to be appointed into the Panel of Service Providers that will provide the services of sourcing funding for and implementation of capacity building and skills development programs on risk basis. The appointed Service Providers will prepare proposals at risk, which means there will be no payment that will be made to the appointed Service Providers until the funding is secured. The appointed service providers shall undertake the entire responsibility from identifying funding source, securing the funding, project management and implementation on a turnkey approach.

The service providers are expected to each submit a full proposal on the mechanism for the implementation of the project and the scope of what they can deliver. Upon securing of funds a Service Level Agreement will be signed based on an approved

project management fees by funder (in which 70% will be allocated to the project implementer and 30% to ADA)

2. Background

2.1. The Agribusiness Development Agency is a public entity under the KwaZulu Natal Department of Agriculture and Rural Development (DARD) fulfilling the constitutional developmental mandate of “facilitating the growth of a strong, transformed, diversified, dynamic, competitive and sustainable agribusiness industry in KwaZulu-Natal focusing on projects that are catalytic in nature”.

2.2. Currently the ADA is positioned as the provincial implementing agent for Agribusiness related initiatives in KwaZulu Natal and the ADA understands the central role agriculture has on job creation and skills development being a critical component for economic recovery. In response to the current pandemic and the triple challenge of poverty, unemployment and inequality through the Economic Reconstruction and Recovery Plan and the District Development Model; the ADA is prioritising sectoral skills development and capacity building to enhance skills for currently funded enterprises and value chain projects and finally to create new enterprises that will offer support services to agricultural enterprises.

Capacity Building and Skills Development Programs will target farmers and agri-entrepreneurs in the agricultural sector across the KwaZulu Natal province. The skills programme will include but will not be limited to; agro-processing, mentorship, enterprise development programme, business skills and technical production. These capacity building and skills development programs will include short courses and learnerships for unemployed youth to requiring be skilled to, inter alia, establish enterprises that will support the agricultural sector.

2.3. It is against this background, that Agribusiness Development Agency intends to contract service providers experienced in sourcing of funding for mentorship, skills development, and capacity building. Upon appointment the successful service providers are expected to seek funding from different potential donors, funding agencies and or government entities.

3. Scope of Work

Agribusiness Development Agency intends to appoint suitably qualified and accredited training service providers to render resource mobilisation services with project management and implementation capability, with the required resources and expertise, to manage and implement a portfolio of skills development initiatives in line with the ADA strategic objectives.

3.1. The appointed service providers will be expected to do the following:

- 3.1.1. Resource mobilisation from different skills development funders, private and public institutions.
- 3.1.2. Preparation of business plans, funding proposals and implementation of ADA capacity building programmes.
- 3.1.3. Target (a) specific intervention/s (Mentorship, Enterprise/technical Skills Programs and Enterprise Development), populate and profile beneficiary data base.
- 3.1.4. Design a skills development implementation plan (SP).

3.2. The list of training/capacity programmes include but are not limited to

3.2.1. Farmer Development Trainings and Workshops

Crop Production (vegetables), Crop Production (dry land production), Hydroponics Production, Beef Production, Goat Production, Sheep Production, Broiler Production, Layer Production, Farm Business Management, Financial Management, HCCP, Global GAP, Meat Processing, Agricultural Marketing, SABS Workshops, Food Safety for Food Handlers, Product Testing Analysis, Macadamia Production, Beekeeping, Abattoir Management

3.2.2. Skills Development

Learnerships for articulation purposes – Level 4 learnerships that will lead to learners entering Institutions of Higher Learning through this qualification even if they do not have matric, artisans- to address this area as a scarce skill within the country and in which every sector should contribute towards development of artisans. Finally short skills programs – to address specific job skills over a short-term period and create job opportunities.

3.2.3. Enterprise Development

Enterprise Development training programs will be skills training aligned to mentorship or incubation that has a component of technical expertise, business management and supplier relations. All these should be aligned to agro-processing enterprises and or value chain enterprises that serve as support services to farms and the agribusiness sector. The main aim for this programme is job creation and economic development through the agricultural sector.

4. Key Deliverables (Categories)

The appointed service providers will have to review/conduct the skills audit, assess gaps and challenges, establish a farmer development concept plan and draw proposals and business plans for submission to potential funders. If the proposals are successful, the service provider will be expected to then facilitate the implementation of skills development and farmer capacitation while project managing the entire process.

The expected key deliverables, taking the above into consideration (which will form part of the SLA), are as follows:

- (a) Funding agreement records.
- (b) Skills development implementation plan.
- (c) Project implementation plan
- (d) Contracts and specifications per project.
- (e) Copies of SLA's with subcontractors Logistics Plan
- (f) Monthly and quarterly reports
- (g) Close out reports

5. Competencies Required

The following competencies are required of the service providers:

- (a) Experience in resource mobilisation and fundraising.
- (b) Experience in development and implementation of Skills Development Programs.
- (c) Experience in project management and structuring.
- (d) Experience in legal aspects pertaining to drafting and negotiating agreements.
- (e) Experience in training logistics management, i.e service providers, training venues, compilation and printing of training materials and other logistics.
- (f) Experience in quality assurance management
- (g) Proven successful track record in resource mobilisation for public and private organisations.
- (h) Good understanding of both South African and non-South African Funders, bilateral and multi-lateral donors, funders and foundations in relation to business development and economic development.

6. Bidder Requirements

Service providers would be selected primarily on the basis of skills/service they can provide and merit in terms of previous track record. Responsive bidders may be contacted for power point presentation at the ADA offices at own cost. Appointed service providers shall be on a panel and be used on rotational basis.

7. Documentation and Confidentiality

Ownership of all documentation relevant to the project, within the context of this brief whether in hard or digital format with the exception of training material shall remain the property of Agribusiness Development Agency.

Information, which is generated in the context of the project, may not be made available to any third party without prior permission of the Agribusiness Development Agency. Project material shall be presented in both hard copy and electronic format.

8. Technical Rider/Disclaimer

These Terms of Reference must be considered as a guide for the service providers. Service providers are expected to use their knowledge and expertise to produce a realistic and comprehensive proposal for business development, resource mobilisation and fundraising.

9. Project Approach and Methodology

The approach and methodology proposal should be prepared to address the requirements as listed for the scope of work

10. Team composition

The Project Team should be composed of a team leader who has an excellent understanding of business and financial management as per the evaluation criteria, the minimum acceptable qualification NQF Level 6 and project management experience. Two additional key experts will be required as reflected on the evaluation criteria.

11. Remunerations

As indicated-in section 1.

12. Functionality Criteria

Bidders must provide clients referral letters and completion certificates/ letters including contactable references. Demonstration of experience with respect to transactional advisory, fund raising in the public and private sector.

For functionality, the following criteria will be applicable and the maximum value of each criterion is indicated as below:

13. Mandatory Information

- ✓ The bidders will be required to submit company profiles.
- ✓ CVs of key experts

- ✓ Bidders must be accredited or be in partnership with at least three (3) of the following ADA strategic SETA's (FoodBev SETA, AgriSETA, LGSETA, MICT SETA, FP&M SETA, MERSETA, CETA, EWSETA & Services SETA)

NB: Bidders that score less than 48 points for functionality will be deemed non-compliant with the bid specification and will be disqualified.

ANNEXURE 2

STATEMENT OF AVAILABILITY

TENDER REF: _____

I, the undersigned, hereby declare that I agree to participate in the tender <.....tender name> in the above mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

| From | To |
|------------------------------|----------------------------|
| <start of period 1> | <end of period 1> |
| <start of period 1> | <end of period 1> |
| <etc> | |

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the ADA and that the notification of award of contract to the tenderer may be rendered null and void.

| | |
|------------------|--|
| Name | |
| Signature | |
| Date | |

ANNEXURE 3

ANNEXURE A: EVALUATION CRITERIA

| No. | EVALUATION CRITERION | Max Score | | | | TOTAL SCORE = 80 |
|-------------------------|--|-----------|---|---|----------------------|------------------|
| 1 | Company Experience | 30 | | | | |
| | Funding letters/ agreements (Number of projects assisted with resource mobilization and implementation) must be in line with annexure A of the bid document | 20 | More than 5 projects =20 | 3-5 projects = 15 | 1-2 projects = 10 | |
| | Cumulative value of previous funds secured for the last 5 years | 10 | More than R 20 Million =10 | R 10-15 Million = 5 | R 5-10 Million =3 | |
| Remarks/ Comment | | | | | | |
| 2 | 2.1 (Team leader) | 50 | | | | |
| | Qualifications | 5 | Finance or Management Degree (NQF Level 7) = 5 | Finance or Management Diploma (NQF level 6) = 3 | No qualification = 0 | |

| | | | | | | |
|------------------------------|--|-----------|--|---|---|-----------|
| | Specific professional experience in resource and mobilisation (experience should be clearly indicated on the CV) | 15 | More than 10 years = 15 | More than 4 to 10 years = 10 | Less than 3 years = 0 3 to 4 years = 5 | |
| | 2.2 Key expert 1 | | | | | |
| | Qualifications | 5 | Degree in Human Resources/ Community Development = 5 | Diploma in Human Resources/ Community Development = 3 | No qualification = 0 | |
| | Specific professional experience in human resource or community development | 10 | More than 5 years = 10 | 3 to 5 years = 5 | 1 to less than 3 years = 3 | |
| | 2.3 Key Expert 2 | | | | | |
| | Qualifications | 5 | Degree(NQF Level 7) = 5 | Diploma (NQF Level 6) = 3 | No Qualification = 0 | |
| | Specific professional experience aligned to the qualification | 10 | More than 5 years = 10 | 3 to 5 years = 5 | 1 to less than 3 years = 3 | |
| Remarks/ Comment | | | | | | |
| TOTAL SCORE OBTAINED | | | | | | |
| MINIMUM PASSING SCORE | | | | | | 48 |

Please note:

1. The experience outlined in **Annexure A** must be supported or aligned to referral letters stating the contract value and period of service undertaken.
2. Conditions of the contract will be incorporated into a Service Level Agreement (SLA) which will be agreed upon by both parties before the finalisation of the appointment.

| | |
|-----------------------------|--|
| Name of bidder | |
| Name of Panel member | |
| Signature | |
| Date | |

ANNEXURE 4

CURRICULUM VITAE (max 3 pages)

Proposed role in the project:

- 1. Family name:**
- 2. First name:**
- 3. Date of birth:**
- 4. Nationality:**
- 5. Civil status:**
- 6. Education:**

| Institution [Date from-Date to] | Degree(s) of Diploma(s) obtained |
|---------------------------------|----------------------------------|
| | |
| | |
| | |

| | |
|--|--|
| | |
|--|--|

7. Language skills: indicate competence on a scale of 1 to 5 (1 excellent; 5 basic)

| Language | Reading | Speaking | Writing |
|----------|---------|----------|---------|
| English | | | |
| Zulu | | | |
| | | | |
| | | | |
| | | | |

8. Membership of professional bodies:

9. Other skills: (e.g. Computer literacy, etc)

10. Present position:

11. Years within the firm:

12. Key qualifications: (Relevant to the project)

13. Professional Experience

| Date from- date to | Company | Position | Description of projects/ responsibilities etc. |
|--------------------|---------|----------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

14. Other relevant information (e.g. Publications)

ATTACHMENT 1

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

| | |
|--------------------------------------|--|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |

| | |
|--|---|
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of “Black People” | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> |
| Definition of “Black Designated Groups” | <p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p> |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
|------------------|--|--|

| | | |
|---------------------------|---|--|
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths Signature & stamp

ATTACHMENT 2

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--------------------------------------|--|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |

| | |
|--|---|
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of “Black People” | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date |
| Definition of “Black Designated Groups” | Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|--------------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths Signature & stamp

