INVITATION TO BID CBD 1

BID NUMBER	14/2025
CLOSING DATE AND TIME	MONDAY, 08 DECEMBER 2025 STRICTLY AT 12H00PM
DESCRIPTION	ROBERTSON: ROCKBELT RIDGE AGRI: SUPPLY AND DELIVERY OF TWO TRACTORS
NAME OF TENDERER/BIDDER	
CSD NUMBER	
TOTAL BID PRICE (VAT INCLUDED)	
VALIDITY PERIOD OF BID	90 DAYS

#### SUBMISSION OF DOCUMENTS

Sealed tenders, endorsed as indicated in the bid document, must reach **Casidra** SOC Ltd at their Head Office, 22 Louws Avenue, Southern Paarl, placed in the bid box available at Reception.

# FAILURE TO PROVIDE ANY OF THE COMPULSORY DOCUMENTATION AND PARTICULARS MAY RENDER THE BID INVALID.

#### PLEASE NOTE:

Documents must be bound as Casidra will not take responsibility for any information that is lost due to unbound submissions of tenders.

# THE FOLLOWING RETURNABLE DOCUMENTS (INCLUDING THE CBD FORMS AS PART OF THE BID) MUST BE VALID FOR A PERIOD OF 90 CALENDER DAYS AFTER CLOSURE OF THE BID AND SUBMITTED AS PART OF THE BID PACKET

Document	Description	Compulsory	Comment
CBD 1	Invitation to bid	<b>✓</b>	
CBD 2	Conditions to submit bid	<b>✓</b>	
CBD 3	Terms of Reference	<b>✓</b>	
CBD 4	Pricing schedule	<b>✓</b>	
CBD 5	Supply Chain – Preferential Procurement Regulations 2022 and Codes of good practice	<b>√</b>	

Name of bidder						
Postal address						
Street address						
Telephone number (code and number)						
Cell phone number						
Faxcimilie number (code and number)						
E-mail address						
VAT registration number						
SARS TCC attached (Foreign suppliers with no tax obl be submitted to SARS for verification and issuing of a Confir				YES	NO	
Originally certified B-BBEE status level certificate (A B-BBEE status level verification certificate must level verificate must	ate/Origir be deliver	nal Sworn A	Affidavit	YES	NO	
Paarl, in order to qualify for preference points for B-B	BBEE) Numbe	er:		YES	NO	
CIDB Registration number						
Registration for electrical compliance with department of labour	Numbe	er:		YES	NO	
COIDA	Numbe	ber:		YES	NO	
Olert						
I, as the authorised representative of the company / CC / business hereby declare that, to the best of my knowledge the information submitted is true and correct and that I am duly authorized as a signatory of this bid. On behalf of my business, I accept the terms and conditions as set out in this document. I will supply documentary proof of any information supplied herein on request and to the satisfaction of <b>Casidra</b> .  In terms of the POPI Act I further give consent that my contact and company details as will be captured on the <b>Casidra</b> database may be shared with the role players/funders involved in the project and be used by <b>Casidra</b> for the purpose of further procurement.						
Signature of bidder			Date			
Capacity under which this bid is signed						

# FOR OFFICE USE ONLY - TO BE COMPLETED AT BSC MEETING

PLEASE INDICATE TYPE OF WORKS					
Infrastructure/construction (includes animal husbandry, building, greenhouses, she storerooms, civil and building works including stores, engineering and electrical engineering works)					
Training					
Catering services					
Production inputs (includes feed, fertilizers, packing material, seeds and plants, transp preparation)	ort, soil				
Professional services (Engineers, consulting engineers, Veterinarians and services, Legal Practitioners, Industrial Consultants or Recruitment Agencies, Training service providers, Subject matter specialists acting as consultants, etc.)					
MECHANISATION (VEHICLES, FARMING IMPLEMENTS/EQUIPMENT)					
Other (Irrigation)					
PROCUREMENT STRATEGY (Please indicate by choosing either YES or NO and click on the box.)	Yes	No			
1. ADVERTISING ON E-TENDER	⊠				
2. Advertising on CIDB		$\boxtimes$			
3. ADVERTISING ON CASIDRA PORTAL   ☑					
4. RFQ					
5. OPEN TENDER PROCESS ⊠					
Contract administration sheet completed		$\boxtimes$			
7. PROCURE PLAN SHEET COMPLETED	⊠				

8.	ADVERTISE PERIOD (2 WEEKS)	
	*NOTE IF BID DOCUMENT AND ADVERTISEMENT PERIOD IS LESS THAN 14 DAYS,	
	ATTACH CEO APPROVAL.	

SUPPORTING DOCUMENTATION					
Project managers to indicate what supporting documentation MUST form part of the tender. If marked YES, then it must be provided to SCM:	Yes	No			
Baseline Risk Assessment		$\boxtimes$			
Health & Safety plan		$\boxtimes$			
Drawings / sketches –		$\boxtimes$			
COMPULSORY DOCUMENTATION NEEDED TO BE SUBMITTED AS PART OF THIS BID:					
WARRANTY – PROVIDE WRITTEN PROOF FOR A 12-MONTH WARRANTY FOR PRODUCT / GOODS OFFERED	⊠				
PRODUCT BROCHURE - PROVIDE BROCHURE AND TECHNICAL SPECIFICATIONS OF PRODUCT OFFERED (WITH PICTURES OF THE PRODUCT).	×				
SERVICE AGREEMENT – PROVIDE WRITTEN PROOF OF 3 MONTHS AFTER SALES AGREEMENT	×				

			<b>QDD</b> .
1.	BID SUBMISSION:		
	1.1. Bids must be delivered by the stipulated time to the correct address. LATE BIDS	WILL NOT BE	ACCEPTED.
	1.2. All bids must be submitted on the official forms provided (not to be re-typed).		
	1.3. Bidders must be registered on the Central Supplier Database (CSD).		
	1.4. Original Sworn Affidavit and originally certified B-BBEE certificates me	ust be submitte	ed to bidding
	institution to qualify for preference points for B-BBEE.		_
	1.5. Bids are subject to the <b>Casidra</b> SOC Ltd Financial Regulations, Preferential Pro		
	and the Preferential Procurement Regulations, 2022, the General Conditions of co	ontract (GCC) wh	ere applicable,
	and if applicable other special conditions of contract.		
2.			
	2.1. Bidders must ensure compliance with their tax obligations.		
	2.2. If a discrepancy exists between CSD and SARS, a printed version of the Tax Cl		
	be supplied by the supplier and the e-Filing PIN number for verification of authen		
	2.3. Foreign suppliers with no tax obligation in South Africa must complete SBD1 that	at will be submitte	ed to SARS for
	verification and the issuing of a Confirmation of Tax Obligation letter.		
	2.4. Consortia/joint ventures/sub-contractors must each submit a separate TCC.		
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	T	
	3.1. Is the bidder a resident of the Republic of South Africa (RSA)	Yes □	No □
	3.2. Does the bidder have a branch in RSA?	Yes □	No □

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

Yes □

Yes □

No □

No □

#### 4. TENDER CONDITIONS

#### CASIDRA reserves the right to:

- disregard any bids where the declaration has not been signed;
- accept parts of the bid items or split bids based upon item prices;

3.3. Does the bidder have a permanent establishment in the RSA?

3.4. Does the bidder have any source of income in the RSA?

- disclose the results of the points awarded on request;
- evaluate and award points according to the documentation supplied and evaluate functionality at its own discretion;
- award the bid to the qualifying bidder with the highest number of points scored, unless the prices are not market related
  or on the basis of objective criteria stated in the tender documents, and
- to award the bid to a bidder which does not necessarily have the lowest price.

#### The bid may be cancelled if:

- all the bid offers received are higher than R50 million;
- circumstances change and there is no longer a requirement for this service;
- funds are no longer available or if there are insufficient funds available in the budget for the work;
- no acceptable bids and/or market related prices are received;
- there is a material irregularity in the tender process (administrative non-compliance of prescribed legislation);
- false information was supplied by the bidder;
- Cancellation of bid will be placed in the same media as initially advertised.

#### Other notes:

- Final points scored will be rounded off to the nearest 2 decimal places.
- In the event of equal scores, the offer with the highest B-BBEE score will be successful. If scores are still equal, and where functionality is part of the bid, the offer with the highest functionality score will be successful. If the scores are still equal, the drawing of lots will determine the outcome.
- Casidra SOC Ltd retains the right to amend financial/accounting calculations and to accept the amended amount as
  the new bid amount.

# ROBERTSON: ROCKBELT RIDGE AGRI: SUPPLY AND DELIVERY OF TWO VINEYARD TRACTORS

#### **GENERAL REQUIREMENTS**

The works as described is situated in the Wellington district. The quoted amount will be a lump sum bid and must include labour, material and machinery. The successful bidder must have the capacity to deliver within 1 (One) month of appointment.

# Conditions that may pose a risk:

Sand and rocky ground conditions can be expected at the point of delivery. The Contractor must put all necessary precautions in place to work under these conditions.

CONTRACT PERIOD	The completion period of this delivery is <b>(ONE) 1 month</b> starting from the day of appointment. The envisaged start date of the contract is <b>December 2025</b> .
RETENTION	N/A
PENALTY CLAUSE	The penalty <b>R 550.00</b> per calendar day will be applied for late completion of works.
COMPULSORY SITE MEETING	N/A

#### **SCOPE OF WORKS**

#### THIS PROJECT CONSISTS OF THE FOLLOWING ELEMENTS:

Rockbelt Ridge Agri requires the supply, delivery and registration of two vineyard tractors that will be used as necessary for the cultivation of table grapes.

#### **GENERAL CONDITIONS**

#### SITE ACCESS:

The movement of vehicles on the site should be confined to demarcated access routes and existing roads should be used where approved by the Project Manager. Any deviation should first be approved by the Project Manager in consultation with the Landowner. The Contractor should ensure that vehicles leaving the site are clean and, wherever possible do not deposit mud and any other earth material on road surfaces.

#### **SCOPE OF WORKS**

#### THE SCOPE OF WORKS ELEMENTS

#### SUPPLY AND DELIVERY OF 2 X 75HP 4 WD VINEYARD TRACTORS:

- The tractors should be equal & approved to a Landini Solis 75N 4WD or New Holland T3.75FDT
- 4 Wheel Drive tractor minimum 53kw (75hp), with 12x12 transmission
- 3-cylinder engine
- Fitted with hydrostatic steering
- The tractor must be equipped with three-point linkage control, tow bar and hydraulic system with external connections as well as female trailer plug connector.
- The quotation must include at least one year warranty on the tractor, registration and the first major **service** of the tractor with the option to extend.
- **Must be licenced, and registered** (original documentation to be delivered to Casidra)
- Must be delivered to the project in Robertson and training conducted.
- Max lift capacity at ball ends with arms horizontal of 2 277kg:
- PTO speed 540/540E rpm
- Equipped with adjustable roll bar;
- Dimensions and Weight: Min-max rear tyres: 320/70R20-360/70R24

: Min-max front tyres: 200/70R16-280/70R16 : Min/max overall width (mm): 1350/1771 : Must be able to fit below 1.8m trellising

- Equipped with counter and wheel weights as part of price;
- Must have an adjustable seat;
- Must have a registered service centre within 50km of project (evidence required);
- Parts must be readily available locally;
- Include photo and catalogue with specifications

#### END OF WORK TO BE DONE

#### TIMELINE

ACTION	START DATE	END DATE	DURATION (DAYS)
Approval of bid specifications	2025/11/17	2025/11/21	4
Advert date	2025/11/21	2025/12/08	17
Closing date	2025/12/08	2025/12/08	0
Bid Evaluation date	2025/12/08	2025/12/10	2
Award date	2025/12/10	2025/12/12	2
Signing of contract, issue of order (commence date of contract)	2025/12/12	2025/12/12	0
Completion of, and or delivery of the service	2025/12/12	2026/01/11	30
	55		

#### **BID CONDITIONS**

#### **Lump Sum Bid**

These documents are for a lump sum bid for all labour and material as set out in the Scope of Works. For the purposes of variation orders, the unit rates rate of the services should also be given if requested on the form **CBD 4**. No unit rate price adjustment of whatever nature, except for decreases or increases in the Value-Added Tax (VAT) and / or Variation Orders, will be applicable in this contract. The bidder shall make provision in his bid price for

### **Premises in Occupation**

possible fluctuations in costs.

The premises for the works **will** be in occupation during the contract period. Approval to access the premises must be obtained from the land owner.

#### **Fixed Price Bids**

No contract price adjustment of whatever nature, except for decreases or increases in the Value-added Tax (VAT) and / or Variation Orders, shall be applicable in this contract. The Contractor will make provision in his bid for possible fluctuations in costs.

If the instruction / appointment for the construction of certain phases is done after the validity of the bid has expired, prices may, on request, be updated or re-negotiated within the reasonable norms of escalation.

#### **Expenses in Preparation of Bid**

The Client will not be responsible for, subject to the Preferential procurement regulations, nor pay any expenses for losses which the bidder may incur in preparation of this bid.

#### **Inspection of Site**

Bidders must familiarise themselves with the local conditions, the accessibility of the site, the full extent and nature of the work to be done and the conditions affecting the execution and pricing of the bid. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

If a site meeting is held, notice of attendance must be forwarded to the contact person.

Only information given in writing to the Contractor by the Engineer during the tender period will be regarded as binding on the Contract. Verbal information, given during the site inspection or at any other time prior to the award of the Contract, will not be regarded as binding on the Contract.

#### Site

The site to be occupied will be clearly pointed out to the Contractor at the site handover. The Contractor will not be allowed to extend his operations beyond the boundaries of the site.

#### **Electricity & Lighting for the Works**

The Contractor may use the existing power if available. He will obtain permission from the Land Owner before any connection to or extension of the existing supply is made, which shall be executed, removed and made good on completion of the works at the Contractor's own expense.

The Contractor will allow for the risk of failure in the electrical supply or in case of an insufficient supply, in which case he will make his own arrangements and all costs that may arise shall be for his own account.

#### **Scaffolding & Hoisting Equipment**

The Contractor will provide for the supply, erection and removal of scaffolding and / or hoisting equipment as required.

#### **Tools, Equipment & Machinery**

The Contractor will provide all his own tools and equipment as well as facilities and transport for this project. Machinery should be sufficient to complete the works in the allocated time.

#### **Existing Services**

If the Contractor encounters any existing services such as cables, pipes or sewers during the execution of the works, he must immediately notify the Client, halting all work in the vicinity thereof, until instructions to proceed have been given by the Project Manager.

Electric wires, telephone wires, pipes, etc. will not be interfered with during the course of the contract but if it should be necessary to disconnect or cut any such wires or pipes, the Client will be advised thereof and his instruction awaited.

#### **Accounts and Payments**

Payment of accounts received by the Client in terms of the works completed, shall be affected within 30 days after receipt of a correctly completed and approved invoice for the work module. The Client does not accept responsibility for delays in payment due to faulty accounts or paperwork.

Payments will be done maximum on a fortnight basis and will only be made for work done/completed. Payment will be based upon a completed payment schedule which will be completed by bidder on award of tender. Payments will only be made upon physical inspection and sign off of completed work. Please allow timeous notice for inspections so that the necessary travel arrangements can be made.

#### Inspections, tests and analysis

All pre-bidding testing will be for the account of the contractor.

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 contractor shall be open, at all reasonable hours, for inspection by a representative of the Client or an organization acting on behalf of the Client.

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 Client shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Client.

Where the supplies or services 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 contractor.

Supplies and services which do not comply with the contract requirements may be rejected.

Any contract supplies may on or after delivery be inspected, tested or analysed 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 contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the contractors cost and risk. Should the contractor fail to provide the substitute supplies forthwith, the Client may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the contractor.

The provisions of above clauses regarding inspection & testing shall not prejudice the right of the Client to cancel the contract on account of a breach of the conditions thereof, or to act in terms of the conditions of contract.

#### Warranty

The contractor 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 contractor 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 Client's specifications) or from any act or omission of the contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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.

The Client shall promptly notify the contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the contractor shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Client.

If the contractor, having been notified, fails to remedy the defect(s) within the period specified, the Client may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the Client may have against the contractor under the contract.

PRICING SCHEDULE CBD 4

Please read notes on next page.								
NAME OF	BIDDDER							
BID NUM	BER							
		ms of section	ons 23(1) of 23	3(3)	of the Value-Add	led Tax Act 1999	Yes	No
(Act no 89	of 1991)? <sup>1</sup>			1				
If yes to a	bove, provide	your VAT n	umber					
Rill of qua	ntities (if ves	it will be atta	ached separate	elv)			Yes	No
Dill of qua	riddo (ii yoo,	it will be atte	iorica soparati	<i>J</i> 1 <b>y</b> /				
ITEM NO	QUANTITY	TITY DESCRIPTION BID PRICE (RSA (SEE 3A)				A CURF	RENCY)	
					SUB TOTAL			
					VAT			
				C	RAND TOTAL			
Signature of bidder								
Date								

<sup>&</sup>lt;sup>1</sup> https://www.gov.za/sites/default/files/gcis\_document/201505/act-89-1991s.pdf

#### **NOTES** (applicable where indicated)

#### A. PRICE (where applicable)

#### 1. FIRM PRICES

- a. Only firm prices will be accepted.
- b. No non-firm prices will be considered.
- c. All delivery cost must be included in the bid price for delivery at prescribed destination.
- d. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

#### 2. NON-FIRM PRICES

- a. In cases of period contracts, non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non-firm prices when calculated the comparative prices.
- b. Price adjustments will be allowed at periods and times specified in the bidding documents.
- c. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- d. The quantities are given as a guideline for a bid and for the purposes of unit rates and in no way be used as a measured bid.

#### 3. PROFESIONAL SERVICES

a. All applicable taxes include value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

#### B. CONSTRUCTION (applicable to construction only)

- 1. The total price for the service must include all labour and material required for the proper execution of the work as described in the Scope of Works and as per Engineers drawings (where applicable).
- 2. The tender will be evaluated on the criteria for a market related price.
- 3. The contractor must attach a **detailed and comprehensive** proof of competency of a construction manager in terms of Construction Regulations 2014, Clause 8 including experience regarding construction health & safety regulations.
- 4. The contractor **must** attach the proof of CIBD grading as specified in the scope of works.
- 5. The contractor **must** be in possession of a valid COIDA letter of good standing and it must be attached.
- 6. Where applicable, the contractor **must** attach valid proof or registration with the Department of Labour for the installation of the main electrical supply.

#### C. OTHER NOTES (applicable to all bids)

- 1. The tender will be evaluated on the criteria for a market related price.
- 2. The full cost of the service and/or works must be indicated and may not be discounted or cross subsidised against another service, project, transaction or sale of goods. Such contributions against the total project cost must be specified, itemised, costed and clearly indicated in the bid.
- The prices must be VALID FOR A PERIOD OF 90 DAYS from date of closure of the bid to allow for evaluation and appointment.
- 4. **Casidra** SOC Ltd retains the right to amend financial/accounting calculations and to accept the amended amount as the new bid amount.

#### D. COMPANY PROFILE (applicable when requested)

- 1. The contractor must attach a **detailed and comprehensive** company profile including **core competencies of personnel.** The company profile must summarize information about the organisation.
- 2. The company profile must include the following:
  - a. Company core business activities (describe products and services and markets in which it operates).
  - b. Company background (state number of years in business, location, history of company etc.)
  - c. Company resources (number of employees, core competencies of personnel, structure of company)

#### E. WARRANTY (applicable when requested)

1. Where requested, the bidder must attach proof of warranty offered on the letterhead of the bidder.

#### F. BROCHURE (applicable when requested)

- 1. Bidder must provide detailed brochure and technical specifications of products where requested.
- 2. Bidder must be able to provide proof of service location within applicable radius as specified in CBD 3 (Scope of works).

#### G. AFTER SALES SERVICES AGREEMENT (applicable when requested)

1. Where applicable, the bidder must sign and submit the after sales agreement.

#### H. APPOINTMENT (applicable to construction and professional services)

- 1. The successful contractor will be given notification in writing by means of an appointment letter
- 2. The successful contract must sign the CBD 8, together with this document, which will form the contract.

CHANGES MADE BY BIDDER
If the bidder wishes to make any changes to any of the bid conditions or specifications, or wishes to
qualify this hid in any way, it must be clearly set out below. Any changes made and not listed, will

qualify this bid in any way, it must be clearly set out below. Any changes made and not listed, will disqualify a bid.

Any changes made by the bidder outside the scope of works, resulting in not meeting prequalifying conditions or compulsory subcontracting, may influence the functionality of the end product and may result in the bid being disqualified.

Item	Suggested change

# 12 MONTH WARRANTY

TL -	la : al al a .a	1	-111-	1	11-:-			C 11 :	warranty	
ınΔ	ninnar	muet	attach	TO:	tnic	nana a	CODY O	t tnair	warranty	ΛπΔΓΔΛ
1110	DIGUCI	HIUSL	allacii	w	นแง	Dauc a			wanani	Ulluluu

# PRODUCT BROCHURE

The bidder	must provide	brochure and	l technical	specifications	of product	offered.

# **SERVICE AGREEMENT**

Provide written proof of 3 months after sales agreement.

#### **SUPPLY CHAIN MANAGEMENT**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND CODES OF GOOD PRACTICE

#### Only for use of bids from R2 000 to maximum of R50 million

Casidra, as a Schedule 3D development and implementation agent for the Western Cape Provincial Government underwrites, and complies with the Provincial and National developmental initiatives and administers funds on behalf of donors. Within this context, and because of the specific requirements of the donors for the application of the funds, the awarding of bids is dependent on the special evaluation criteria as set out in the policies of Casidra. The evaluation criteria of this Preferential Procurement Policy are based on the "Preferential Procurement Policy Framework (Act 5 of 2000)" and related Regulations.

Awarding of the bid is dependent on preferential points system, and every presentation is measured against the specific evaluation criteria as shown. The completion and signature of the document is thus a pre-requisite to qualify as a service provider.

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

BEFORE COMPLETING THIS FORM, BIDDERS MUST MAKE SURE OF THE CONTENTS OF THE BROAD BASED BLACK KONONCEMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE WHICH CAN BE FOUND ON:

http://www.thedtic.gov.za/financial-and-non-financial-support/b-bbee/broad-based-black-economic-empowerment/

https://www.gov.za/documents/broad-based-black-economic-empowerment-act

https://www.bbbeecommission.co.za/

#### **DEFINITIONS**

- 1.1 "affidavit" is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings;
- 1.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice of Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.4 "EME" is an Exempted Micro Enterprise with an annual total revenue of R10 million or less;
- 1.5 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.6 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.7 "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.8 "the Regulations" means the Preferential Procurement Regulations, 2011 and 2022;
- 1.9 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

- 1.10 "person" includes a juristic person;
- 1.11 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.12 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.13 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed inorder for such property to be administered for the benefit of another person;
- 1.14 "original sworn affidavit" means the initial document which was not photocopied or electronically reproduced;
- 1.15 **"original certified B-BBEE certificate"** means the certification of a copy of the B-BBEE certificate confirming the validity of the original document. The stamp of the notary must be **ORIGINAL**.

#### **GENERAL CONDITIONS**

- 1.1 The value of this bid is estimated to **not exceed R50 million** (all applicable taxes included) and therefore the 80/20 points system shall be applicable.
- 1.2 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3 The maximum points for this bid are allocated as follows:

# **POINTS**

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE	100

- 1.4 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate form issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or by a Registered Auditor approved by theIndependent Regulatory Board of Auditors (IRBA) or an affidavit confirming annual total revenue and level of black ownership 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.
- 1.6 The bidder is responsible to provide **Casidra** SOC Ltd with (refer to 2.2 under POINTS AWARDED FOR PRICE:
  - 1.6.1. An original sworn affidavit
  - 1.6.2. An originally certified B-BBEE certificate.

#### ADJUDICATION USING A POINT SYSTEM

- 1.1 Subject to Regulation 7 of the **Casidra** SOC Ltd Financial Regulations and PPR 2022, the bidder obtaining the highest number of total points will beawarded the contract.
- 1.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 1.3 Points scored must be rounded off to the nearest 2 decimal places.
- 1.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 1.5 However, where functionality criterion forms part of the bid and is part of the evaluation process, and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest scorefor functionality.

#### POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

- 2. A maximum of 20 points will be awarded for B-BBEE status level of contribution:
  - 2.1. In terms of Regulations 5(2) of the 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 on	Number of	Points awarded	BEE recognition level
Contributor	points	(for office use only)	
1	20	EME & QSE 100% Black	135%
		owned	
2	18	EME & QSE 51% + Black	125%
3	14		110%
4	12	EME 51% < Black owned	100%
5	8		80%
6	6		60%
7	4		50%
8	2		10%
Non-compliant contributor	0		0%

#### 2.2. B-BBEE requirements:

An **EME** must submit a valid, fully completed, <u>original, certified, dated and signed sworn affidavit</u> (<u>no photostat copies of certification allowed</u>) confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission (accounting officer for a Closed Corporation).

If a **startup EME**, a **clear**, **originally certified copy**, of B-BBEE certificate issued by the CIPC for EME's only is accepted.

A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a **clear, valid, originally certified copy** of a B-BBEE Verification Certificate issued by SANAS.

A **QSE** that is at least 51% black owned (51% or higher) must submit an <u>original, certified, dated and signed</u> <u>sworn affidavit</u> confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

A *large enterprise* must submit a <u>clear, valid, originally certified copy</u> of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

A **trust, consortium or joint venture**, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A **trust, consortium or joint venture** (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

**Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

3. Bids of non-compliant contributors (where no certificate was submitted) will be considered but no points will be awarded for B-BBEE status.

DECLARATION							
Bidders who claim points in respect of B-BBEE status level of contribution <b>MUST</b> complete the following:							
1. B-BBEE status level of contributor claimed in terms of paragraph 1 and 2 above:							
B-BBEE status level of contributor:							
2. SUB-CONTRACTING							
2.1. Will any portion of the contract be sub-contracted:	2.1. Will any portion of the contract be sub-contracted:						
(Tick applicable box)							
2.2. If YES, INDICATE:							
<ul> <li>a. What percentage of contract will be subcontracted?</li> </ul>							
b. The name of the subcontractor							
c. B-BBEE status level of the sub-contractor							
d. Is sub-contractor EME or QSE		Yes □	No 🗆				
e. Attach the originally certified B-BBEE certificate/originally	e. Attach the <b>originally certified</b> B-BBEE certificate/ <b>original</b> sworn affidavit as proof.						
MARKET RELATED PRICING							
If a bidder, whose tender is compliant and received the highest over	all points, do not offe	er a market relat	ed price, the offer				
may be negotiated with that bidder to be market related.							
Are you willing to negotiate your offer? Yes □ No □							

SUPPLY CHAIN PERFORMANCE MEASUREMENT								
In order for <b>Casidra</b> to measure its supply chain efficiency and effectiveness, please assist us by answering the following questions:								
What were the source that made you became aware of this bid being available.								
	Personal Email invite to bid:							
	Via a friend or business partner:							
		National Government E	-Tender website:					
		Local Newspapers:						
	Casidra own website:							
	CIDB website							
	Other (specify)							
•	Was the	e time allowed to date of o	closure sufficient for you to compile an o	ffer?				
	No – too short □ Yes – Sufficient □			No - Too long				
l,								
abovement business,	ntioned i I accept	nformation is true and corr	pany / CC / business hereby declare that, ect and that I am duly authorized as a signals set out in this document. I will supply docuction of <b>Casidra</b> .	atory of this	bid. On behalf of my			
In terms of the POPI Act I further give consent that my contact and company details as will be captured on the <b>Casidra</b> database may be shared with the role players/funders involved in the project and be used by <b>Casidra</b> for the purpose of further procurement.								
Signature	9							
Date								



# DECLARATION OF INTERESTS, BIDDERS' PAST SCM PRACTICIES AND INDEPENDENT BID DETERMINATION

- 1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
- 2. All prospective bidders intending to do business with this institution must be registered on the central supplier database.

#### 3. Definitions:

"Bid" includes a price quotation, advertised competitive bid, limited bid or proposal

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs:

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

"employee" means a person employed by the Provincial Government, a provincial public entity or a business enterprise, whether permanently or temporarily, including –

- a) an employee as contemplated in section 8 of the Public Service Act, 1994 (Proclamation 103 of 1994);
- b) a person appointed in terms of section 12A of the Public Service Act;
- c) a person transferred or seconded to the Provincial Government or a provincial public entity in terms of section 15 of the Public Service Act; and
- d) an educator as defined in the Employment of Educators Act, 1998 (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

"entity" means any -

- a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

- "Family member" means a person's —
- a) spouse; or
- b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption.

"intermediary" means a person through whom an interest is acquired, and includes—

- a) a person to whom is granted or from whom is received a general power of attorney; and
- b) a representative or agent;

"Institution" in this regard means — Casidra SOC Ltd

"Provincial Government Western Cape (PGWC)" means the Institution of the Western Cape, and a provincial public entity;

"spouse" means a person's:

- a) partner in marriage;
- b) partner in a customary union according to indigenous law; or
- c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;
- 4. Regulation 13(c) of the Public Service, 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- 5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 8. 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.

SECT	ION A: DETAILS OF THE ENTITY	
A1.	Name of the Entity	
A2.	Entity registration Number (where applicable)	
A3.	Entity Type	
A4.	Tax Reference Number	

A5. Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.

### TABLE A

FULL NAME	DESIGNATION (Where a director is shareholder, both should be confirmed.)	IDENTITY NUMBER a	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

The su any aw of a clo of a co employ obtain	ON B: DECLARATION ( apply chain management of the corporation, seek to the corporation, seek to the corporation or the necessary approvable, may result in disc	ont system of an instance the state, who eithe to conduct business lule 2 or 3 of the PFN gan of state conduct wal by the delegated	titution must, irresp r individually or as a with the WCG, unle MA as prescribed by ing remunerative wo	director of a public of ss such employee is the Public Service Ro ork outside of the emp	or private comp in an official of egulation 13(c) loyee's employ	pany or a apacity a bacity a Eurther yment sh	membe directo more, ar ould firs
	-	•				YES	NO
B1.	Are any persons liste (If yes, complete Tab			1?			
B2.	Are any employees o (If yes complete Tabl			tion?			
B3.	Are any family memb (If yes complete Tabl		sted in Table A emp	loyees of the Institution	on?		
TABLE Details B belo	of persons connected	with the bidder who	are employees of the	ne Institution as defin	ed should be o	lisclosed	in Table
	NAME OF TUTION EMPLOYEE	IDENTITY NUMBER	PROVINCIAL DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION NO./PERSAL not known)		

	Did the entity	v conduct business v	with the Institution in the la	st twelve months?		YES		NO
(If yes complete Table C)								
2. Tal	ole C							
omple	ete the below	table to the maximur	n of the last 5 contracts.					
NAME CONT	OF TRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALU		
3.		or its principals liste	d on the National Database	as companies or p	ersons prohibit	ed	NO	YE
4.	Is the entity of section 29 (To access the icon "Register for	or its principals liste of the Prevention and the Register, enter the render Defaulters"	d on the National Treasury nd Combating of Corrupt A e National Treasury's web or submit your written req	ctivities Act (No. 12 site, www.treasury.	of 2004)? gov.za, click on	the	NO mile	YE
5.		or C4, were you infor	med in writing about the lis Defaulters by National Trea		se of restricted	ļ	NO	YE
			n Table A convicted for fra				NO	<del> </del>

1	N D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT a should be signed by a duly authorized representative of the entity before a commissioner of oaths.
	l,
	i. that the information disclosed above is true and accurate;
	<ul><li>ii. that I understand the content of the document;</li><li>iii. that I have arrived at the accompanying bid independently from, and without consultation, communication,</li></ul>
	agreement or arrangement with any competitor in addition, that there will be 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 the Institution.;
	iv. that there have been no consultations, communications, agreements or arrangements made with any
	official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification o the bid submitted where so required by the institution; and that
	my entity was not involved in the drafting of the specifications or terms of reference for this bid; v. that I or the representative of the company are aware of and undertakes not to disclose the terms of any
	bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.
	DULY AUTHORISED REPRESENTATIVE'S SIGNATURE
	I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:  1.1. Do you know and understand the contents of the declaration?  ANSWER:
	1.2. Do you have any objection to taking the prescribed oath?  ANSWER:
	1.3. Do you consider the prescribed oath to be binding on your conscience?  ANSWER:
	1.4. Do you want to make an affirmation? ANSWER:
	certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.
	SIGNATURE and FULL NAMES
	Commissioner of Oaths
	Designation (rank) ex officio: Republic of South Africa
	Date:Place
	Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by submitting the REPORT FRAUD on the Casidra SOC

Ltd website <a href="https://casidra.co.za/report-fraud/">https://casidra.co.za/report-fraud/</a>.

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.