



BID NUMBER	ADAB 01/2024
DESCRIPTION OF GOODS/ SERVICES/ WORKS	Contracting of a service provider to undertake security services at Agribusiness Development Agency, Makhathini Irrigation Scheme, Jozini for a period of thirty-six (36) months.
NAME OF BIDDER/ COMPANY:	
CSD REGISTRATION NUMBER	

NOTICE TO BIDDERS

- Bid documents can be downloaded on the ADA website: <http://www.ada-kzn.co.za/open-tenders> / or etenders <http://www.etenders.gov.za> / from the 13th of December 2024 at 10:00. 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.
- The bidder's will be assessed on functionality. The applicable preference points system for this tender is 80/20 preference point system, where 80 points will be allocated for price and 20 points will be allocated for specific goals.
- Validity Period of Bid Offer: 180 days
- A compulsory clarification meeting will take place on Thursday, **16 January 2025 at 10H00** - Venue: ADA Jozini Offices D9 Road, Makhathini Flats, Mjindi Farming, Jozini. **Coordinates:(27°25'16" S, 32°10'12" E)**
- The bid submitted must be complete in all respects.

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria is divided into four phases:

PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION C	PRICING SCHEDULE
SECTION E	COMPULSORY BRIEFING SESSION
SECTION F	AUTHORITY TO SIGN THE BID
SECTION I	BIDDER'S DISCLOSURE (SBD 4)
SECTION M	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

PHASE 2: MANDATORY DOCUMENTS REQUIRED

A bidder must comply with all the mandatory requirements outlined in the bid document.

- Letter of Good Standing with COIDA or Stamped Proof of registration with the Compensation Fund for Workers' Compensation.
- Valid PSIRA certificate of the company.
- Copy of the logbook for the patrol vehicle and a valid license disc.
- Work Programme with Health and Safety Plan.
- Valid Company firearm licenses for all fourteen (14) firearms to be used.
- Supervisor - minimum Grade C certificate, valid PSIRA certificate and Curriculum Vitae.
- Valid SAPS clearance certificate of all Directors and, must not be older than 3 months on closing of quotations.

Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.

PHASE 3: FUNCTIONALITY CRITERIA

To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted on the closing date and time of the bid.

Failure to meet the minimum passing score of 60% shall result in the offer being considered non-responsive and shall be rejected.

PHASE 4: 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price, and 20 points will be allocated for specific goals as follows:

Preference point system	
Price	80
Specific Goals	20
• Women	5
• Youth	5
• Black People	5
• People living with disabilities	5
Total	100

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

- (a) Copy of Central Supplier Database (CSD) report (not older than 1 month).
- (b) Original certified copy of doctor's medical certificate indicating that the disability is permanent.

It is mandatory for bidders to complete SBD 6.1 (Section K) to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

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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:	ADAB 01/2024	CLOSING DATE:	03 February 2025	CLOSING TIME:	11H00
DESCRIPTION	Contracting of a service provider to undertake security services at Agribusiness Development Agency, Makhathini Irrigation Scheme, Jozini for a period of thirty-six (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. Only one proposal should be submitted per envelope.</i>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Nomfundo Nyathikazi		CONTACT PERSON	Ms Thembelihle Mthembu	
TELEPHONE NUMBER	033 347 8645		TELEPHONE NUMBER	064 6687 232	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nyathikazin@ada-kzn.co.za		E-MAIL ADDRESS	mthembut@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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

(This information must be populated as per the Pricing Schedule annexure 1 pages 51 to 52)

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: ADAB 01/2024
Closing Time 11:00	Closing date: 03 February 2025

OFFER TO BE VALID FOR...**180**...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	TOTAL
	Contracting of a service provider to undertake security services at Agribusiness Development Agency, Makhathini Irrigation Scheme, Jozini for a period of thirty-six (36) months.	
	GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)	

-
- Required by: *Agribusiness Development Agency*
 - At: *ADA Jozini Offices Makhathini Flats, Mjindi Farming, Jozini*
 - *Brand and model*
 - *Country of origin*
 - *Does the offer comply with the specification(s)?* *YES/NO
 - *If not to specification, indicate deviation(s)*
 - *Period required for delivery*
*Delivery: Firm/not firm
 - *Delivery is*
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

COMPULSORY BRIEFING SESSION

Site/Building/Institution Involved: **Agribusiness Development Agency**

Bid Reference No: **ADAB 01/2024**

Goods/Service/Work: **Contracting of a service provider to undertake security services at Agribusiness Development Agency, Makhathini Irrigation Scheme, Jozini for a period of thirty-six (36) months.**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Briefing session on ____ / ____ / ____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorised Representative
(PRINT NAME)

DATE: ____ / ____ / ____

Name of ADA Representative
(PRINT NAME)

ADA Stamp with Signature

It is compulsory for the bidder to sign the register and to sign the Compulsory Briefing Session form. It is also compulsory that the form be signed and stamped by a representative from ADA. Failure to sign and stamp the form will result in the offer being rejected and considered as non- responsive.

SECTION F

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERAT IVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION G

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 take10such 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 H

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 2022,
- 1.4 National Treasury Supply Chain Management Practice/ Instruction notes and other guidelines.
- 1.5 Private Security Industry Regulation Act 56 of 2001.

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 Pricing schedule (Section C)
- 2.1.4 Conditions of Bid (Section D)
- 2.1.5 Compulsory briefing session (Section E)
- 2.1.6 Authority to sign a Bid (Section F)
- 2.1.7 General Conditions of Contract (Section G)
- 2.1.8 Special Conditions of Contract (Section H)
- 2.1.9 Bidder's Disclosure (Section I)
- 2.1.10 Tax Clearance Certificate Requirements (Section J)
- 2.1.11 Preference Points Claim Form in terms of PPPFA regulations 2022(Section K)
- 2.1.12 Registration on CSD (Section L)
- 2.1.13 Declaration that information on CSD is correct and up to date (Section M)
- 2.1.14 Terms of Reference (ToRs)/ Specification (Annexure 1)
- 2.1.15 Pricing schedule (Annexure 2)
- 2.1.16 Evaluation Criteria (Annexure 3)
- 2.1.17 CV Of Proposed Team Members/Key Experts (Annexure 4)

2.1.18 Bidders detailed experience (Annexure 5)

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. 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.
- c. 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 based on 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 about 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:

Ms. Thembelihle Mthembu 064 6687 232 or email at mthembut@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 able 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, or 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 to fulfill 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 the specific goals.

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

14.1 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.

14.2 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

14.3 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.

14.4 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:

- (i) Bank account to be used for the purpose of this Bid or Contract.
- (ii) Authorized representative and signatory.
- (iii) Authorized letterhead, address, etc.

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.

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 interest's 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 against 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 against another assignment of the consultants.

18. ELIGIBILITY OF BIDDER

- The bidders are required to ensure the completeness of the document and compliance with the specification.

19. 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.

20. 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.

Late bid documents will not be considered.

21. NOTIFICATION OF ADJUDICATION OF BID

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

22. 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.

23. 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.

24. VALIDITY PERIOD AND EXTENSION THEREOF

The validity period for the offer / quotation must be 180 days from close of bid. 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.

25. VALUE ADDED TAX (VAT)

Bid prices must be inclusive of VAT.

26. PAYMENT AND INVOICING

- a) Only upon receipt and verification of the invoice by an appropriately authorized official, will payment be effected. The invoice shall be original.
- b) Payment shall be made to the contracted bidder/ service provider **only**. Any deviations (e.g. a cession of contract) will only be accepted after relevant approval has been granted.
- c) Each order must be invoiced separately, clearly quoting the relevant order number. Supporting documents with details of such as accommodation, car hire expenses must accompany the invoice. Full details of the service rendered and reimbursable costs must be presented in the invoice or as an annexure thereto.
- d) Payment terms are thirty (30) days on receipt of an original invoice.
- e) **No upfront deposits or payments will be made.**

27. MANDATORY MINIMUM REQUIREMENTS FOR SECURITY SERVICES

28.1. The proposal should include the following:

- Letter of Good Standing with COIDA or Stamped Proof of registration with the Compensation Fund for Workers' Compensation.
- Valid PSIRA certificate of the company.
- Copy of the logbook for the patrol vehicle and a valid license disc.
- Work Programme with Health and Safety Plan.
- Valid Company firearm licenses for all fourteen (14) firearms to be used.
- Supervisor - minimum Grade C certificate, valid PSIRA certificate and Curriculum Vitae.
- Valid SAPS clearance certificate of all Directors and, must not be older than 3 months on closing of quotations.

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.

The proposal will be evaluated on functionality: The total score for functionality is one hundred (80) and the minimum passing score is forty – eight (48) points. The bidder must score a minimum passing score of sixty (60) % to be evaluated further on price and specific goals.

29. EVALUATION OF PRICE AND SPECIFIC GOALS

The bidder will be evaluated on price and specific goals. The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

The applicable preference point system for this tender is 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals.

Preference point system		Documentation to be submitted by bidders to validate their claim for points.
Price	80	
Specific Goals	20 points	
Owned by Women	5 points	Copy of Central Supplier Database (CSD) report (not older than 1 month).
Owned by Youth	5 points	Copy of Central Supplier Database (CSD) report (not older than 1 month).
Owned by Black People	5 points	Copy of Central Supplier Database (CSD) report (not older than 1 month).
Owned by People with disabilities	5 points	Original certified copy of doctor's medical certificate indicating that the disability is permanent.

30. RISK ASSESSMENT

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

31. 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 I

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

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

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....

Signature

Date

.....

Position

Name of bidder

SECTION J

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 WHO ARE PERSONS IN THE SERVICE OF THE STATE

SECTION K

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Owned by Women	5	
Owned by Youth	5	
Owned by black People	5	
Owned by people with disabilities	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

SECTION L

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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;
4. De-register the supplier from the Database
5. 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.
6. **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 M

**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

The Agribusiness Development Agency seeks to appoint a Contractor to provide security services at its sites situated at ADA Jozini offices, Makhathini Irrigation Scheme. The service is required for a period of thirty-six (36) months.

2. SCOPE AND REQUIREMENTS

2.1 The Contractor will be required to guard all assets at the Makhathini Irrigation Scheme offices and Premises.

2.2 The premises mentioned in 2.1 above refers to the following work sites:

2.2.1 Section 2 offices, including the central pump station and entrance (access) control at gates;

2.2.2 Five (05) Pump Stations: P1, P4, P12, P14, Block 6, 7 and 8, including entrance (access) control at gates; AND

2.2.3 Infrastructure workshop including entrance (access) control at gates.

2.3 The total number of security officers required is twenty - two (22):

- **Eight (8) armed (firearm with ammunition) Security Officers for day shift**
- **Fourteen (14) armed (firearm with ammunition) Security Officers for night shift**

ADA reserves the right to increase or decrease the listed quantities, as and when required, in which case a variation order to add or omit will be issued and the total quoted price will be amended accordingly.

2.4 A security company is required to provide ADA with security officers who have attended and passed the requisite security courses from official training centers recognized by the Department of Employment and Labour. The responsibility of the appointed security officers will be to ensure the safety of property and personnel from burglary, theft, vandalism, or threat of any nature, including armed robbery.

2.5 It is recommended that the security company must be based or have a branch office in and around the area where ADA Jozini Offices are situated. Furthermore, the security company must be vetted and obtain security clearance from the relevant authorities on submission of bid/quotation. The CONTRACTOR shall be responsible for the transportation of his staff to and from the different sites.

2.6 The CONTRACTOR is required to tender the total amount to be charged and be inclusive of VAT. There will be no price adjustment for this Contract. Only Statutory increases in the minimum wage and/or VAT may be considered. Monthly payment will be made on submission of a valid tax invoice and upon settlement of any outstanding

liability owed to ADA.

- 2.7 The CONTRACTOR is required to take an insurance cover of R2, 000, 000.00 to reimburse ADA on losses resulting from theft during the contract period. CONTRACTOR will be required to provide proof that the insurance is active. Proof of insurance will be verified with the Insurance Company.
- 2.8 The CONTRACTOR shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002; Firearms Control Act 60 of 2000 as amended, the Occupational Health and Safety Act No. 85 of 1993, and the conditions of employment as contained in Government Basic conditions of Employment Act No. 75 of 1997, as amended in the Government and any subsequent amendments thereafter.
- 2.8.1 Certified copies of the certificates for Directors and for the Company from the Private Security Industry Regulatory Authority (PSIRA)\ must be produced
- 2.8.2 **fourteen (14)** firearm licenses must be produced for each firearm to be utilized for the contract.
- 2.9 The CONTRACTOR shall have extensive knowledge and experience in the operation and functions of the security services.

3. DUTIES

3.1 The CONTRACTOR shall be responsible for the provision of adequate working tools inline with the Private Security Regulations i.e., effective two-way radios and batteries, Working Torch (for patrols), patrol vehicle, batons, handcuffs, firearms and ammunition, boots and uniforms, and identification cards, gun safe, detective devise, occurrence books, incoming and outgoing registers and pocketbooks. The two-way radios are to be always in direct contact with the CONTRACTORS control room during the shift to ensure safe working conditions for security staff.

3.2 The CONTRACTOR shall provide ADA with the monthly duty roster of security officers on duty, before the beginning of each month.

3.3 The CONTRACTOR shall provide ADA with the firearm register indicating licenses numbers of each firearm to be used onsite each month.

3.4 The contractor shall ensure that security officers are dressed in full uniform while on duty. The conduct and appearance of security officers is to reflect integrity, discipline, neatness and efficiency.

3.5 The contractor shall ensure that all vehicles or persons entering and leaving the premises are searched and shall sign the Security Control Sheet. Any armaments or unusual items are to be reported and are not allowed to enter the premises. Deviations shall only apply to the MECs (Members of Executive Committee), Head of Departments (HODs) and deemed relevant persons entering and leaving premises.

3.6 The contractor must ensure that all the security officers patrol the premises on a continuous basis with record of such.

3.7 The Contractor shall ensure that inspections of office door handles for locks and window handles are undertaken by the security officers during patrols.

3.8 In terms of Act 56 of 2001 the CONTRACTOR shall have authority to arrest any person found committing an offence on, or in respect of the premises or any part thereof.

3.9 The CONTRACTOR shall supply ADA, at least a week in advance, a list of changed names of the security officers who will be performing duties at the premises.

3.10 The CONTRACTOR shall be responsible for ensuring that security guards are on duty timeously and are always present for the duration of their shift.

3.11 Security officers must be properly seated, standing or roving when on duty. The practice of leaning against buildings or against motor vehicles or sitting/lying on the floor will not be accepted. Security officers may not smoke, eat, or drink in view of the public. Security officers will always make use of appropriate toilet facilities for the performance and completion of their ablutions. Urination and defecation in any other area - behind buildings and alongside main access roads used by the public, will not be tolerated or accepted.

4. BREACH

4.1 In the event the CONTRACTOR fails to comply with its obligations under this contract for which no specific remedy has been provided, Agribusiness Development Agency may by a written notice address the CONTRACTOR, require the CONTRACTOR to remedy its breach within 5 (five) business days of the date of such notice. If the CONTRACTOR fails to remedy its breach within the aforesaid period, ADA may without prejudice to any other rights it may otherwise have against the CONTRACTOR, exercise all or any number of the following rights:

4.1.1 suspend further payments to the CONTRACTOR;

4.1.2 appoint any other person or persons to complete the execution of the project, in which event the CONTRACTOR shall be held liable for the costs incurred in the appointment of such person or persons as well as reasonable costs related to the delay in the project;

4.1.3 claim specific performance of the obligations of the CONTRACTOR, or

4.1.4 cancel this contract and recover damages for breach of contract from the CONTRACTOR.

4.2 Notwithstanding clause 4.1, if the CONTRACTOR commits two or more breaches of any provision of this contract, Agribusiness Development Agency shall be entitled without prejudice to any of its other rights or remedies in law or under this contract terminate the contract forthwith by notice in writing to the CONTRACTOR.

- 4.3 In the event of the contract being cancelled, the Agribusiness Development Agency shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of this contract or any other contract or from any guarantee provided for the due fulfilment of the contract. This shall stand Until such a time the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which Agribusiness Development Agency may have suffered.
- 4.4 In the event the Agribusiness Development Agency fails to comply with its obligations under this contract for which no specific remedy has been provided, the CONTRACTOR may by written notice address the Agribusiness Development Agency, requesting ADA to remedy its breach within 5 (five) business days of the date of such notice. If Agri-business Development Agency fails to remedy its breach within the aforesaid period, the CONTRACTOR may: -
- 4.4.1 enforce strict compliance with the terms and conditions of the contract; or
- 3.4.2 cancel the contract.

5. TERMINATION OF SERVICE

- 5.1 The stipulations of the Government Procurement General Conditions of Contract shall apply in particular to cases of any failure to comply with the conditions of contract, or where an unsatisfactory service is rendered.
- 5.2 The CONTRACTOR must notify Agribusiness Development Agency immediately in writing should any member of his/her security personnel no longer meet the requirements or conditions of the Security Officers Act, No.56 of 2001.
- 5.3 The Agribusiness Development Agency may, in no less than 5 (five) business days provide a written notice of termination to the CONTRACTOR, should :—
- 5.3.1 The CONTRACTOR fail to remedy a failure in the performance of the security services, within 5 (five) business days of receipt of such notice, or within such further period as ADA may approve in writing;
- 5.3.2 The CONTRACTOR fail, in the absence of any review or appeal proceedings, to comply with any final decision reached as a result of any legal or arbitration proceedings;
- 5.3.3 The CONTRACTOR take steps to place itself in liquidation, whether voluntary or under judicial management in either case whether provisionally or finally;
- 5.3.4 The CONTRACTOR take steps to deregister itself or is deregistered;
- 5.3.5 The CONTRACTOR commits an act which would be an act of insolvency as defined by the Insolvency act of 1936 as amended from time to time

- 5.3.6 The CONTRACTOR fails to satisfy a judgement in excess of R 1, 200, 000.00 (one million and two hundred thousand rand) entered against itself within 21 (twenty one) days after it becomes aware of the judgement, except if it provides evidence on an ongoing basis to the reasonable satisfaction of Agribusiness Development Agency that steps have been initiated to appeal, review or rescind a judgement and to procure suspension of execution of the judgement and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which judgement becomes final, or the date on which the attempt to procure the suspension of the execution fails.
- 5.3.7 The CONTRACTOR, in the judgement of the Agribusiness Development Agency, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For purposes of this clause -
- “Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the selection process or in contract execution;
- “Fraudulent practice”** means a misrepresentation of facts, to influence a selection process or the execution of a contract to the detriment of Agribusiness Development Agency, and includes collusive practice among CONTRACTORS (prior to, or after, submission of proposals), designed to establish prices at artificial non-competitive levels and to deprive Agri-business Development Agency and other CONTRACTORS of the benefits of free and open competition; or
- 5.3.8 Agribusiness Development Agency decides at any stage of the contract to terminate or temporarily defer work, or any part thereof, and not to proceed with the obligations in terms of the contract.
- 5.3.9 Agribusiness Development Agency, in its sole discretion, and for any reason whatsoever, decide to terminate the contract.
- 5.4 Agribusiness Development Agency reserves the right to terminate the contract upon issue of one month written notice should the needs of the entity change during the contract period.
- 5.5 Should this agreement be terminated for any reason whatsoever or lapse at the end of the contract period, the CONTRACTOR shall immediately hand over to the entity any document, drawing, material or record developed or obtained by the CONTRACTOR while discharging any duty under this agreement.

6. BRIEFING AND SITE INSPECTION

A compulsory clarification meeting will take place on Thursday, 16 January 2025 at 10H00
Venue: ADA Jozini Offices, D9 Road, Makhathini Flats, Mjindi Farming, Jozini.

Coordinates:(27°25'16" S, 32°10'12" E)

7. TERMS AND CONDITIONS OF PROJECT

- 7.1 Awarding of the service will be subject to the CONTRACTOR's express acceptance of the Governments General Contract Conditions.
- 7.2 The CONTRACTOR should not qualify the terms of reference with his/her own conditions. Any qualification to the terms and conditions of this project will result in disqualifications.
- 7.3 The Agribusiness Development Agency and CONTRACTOR will enter and sign a Service Level Agreement upon appointment.
- 7.4 Penalties shall become payable if any equipment or assets or materials lost or damaged during period of the above agreement and in which the CONTRACTOR is on duty or supposed to be on duty.

The CONTRACTOR will be expected to replace or pay the market value of item/s which is/are lost or damaged including labour costs within 2 months of report of such incident.

- 7.5 **The Agribusiness Development Agency reserves the right not to award the quotation and to cancel the quotation.**

8. SERVICE DURATION

- 8.1 The project will be for the duration of thirty- six (36) months subject to performance review.

9. COMPULSORY RETURNABLE DOCUMENTS

The proposal should include the following:

- Letter of Good Standing with COIDA or Stamped Proof of registration with the Compensation Fund for Workers' Compensation.
- Valid PSIRA certificate of the company.
- Copy of the logbook for the patrol vehicle and a valid license disc.
- Work Programme with Health and Safety Plan.
- Valid Company firearm licenses for all fourteen (14) firearms to be used.
- Supervisor - minimum Grade C certificate, valid PSIRA certificate and Curriculum Vitae.
- Valid SAPS clearance certificate of all Directors and, must not be older than 3 months on closing of quotations.

NB: Failure to submit any of the above documents will result to automatic disqualification.

10. Mandatory documents post award

- Valid firearm competency certificates of the twenty-two (22) Security Guards
- All security guards must possess a minimum of Grade C certificate (please attach certificates).
- Insurance cover of R 2, 000, 000.00 to reimburse client on losses resulting from theft during the contract period.
- Valid SAPS clearance certificate of twenty-two (22) Security Guards.

Note: Proof of insurance will be verified with the Insurance Company.

All the above listed documents must be submitted **one month (1)** before the appointment is finalized.

11. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPENCIES

It is responsibility of service provider to ensure that their calculations are correct and firm. ADA reserve the right to disqualify any service provider who did not follow correct procedure.

12. EVALUATION PROCESS

The proposal documents will be evaluated in two (2) phases. In the first phase, the proposals document will be evaluated according to the evaluation criteria below. All proposals that will score less than **sixty (60)** out of hundred (100) points for functionality will not be considered further and will be regarded as submitting a nonresponsive proposal and will be disqualified.

During phase two, the 80/20 principle will be applied in terms of the Preferential Procurement Policy Framework, whereby Bidders will be further evaluated based on 80 points for price and 20 points for specific goals.

ANNEXURE 2: PRICE SCHEDULE

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
01	Supply twenty-two (22) armed Security Guards to safeguard the Assets of ADA at Makhathini Irrigation Scheme, Jozini, for a period of thirty-six (36) months; as specified in Terms of References (TORs) for security service; at the following sites: Please Note: Rates to be PSIRA aligned and to cater for yearly escalations. Security Guards to be transported to and from the workstations by the security company. Rates to include the patrol vehicle and supervision.					
	Section 2 premises including the central pump station: Two-armed security guards for night shift and Two-armed security guards for day shift.	4				
	Infrastructure Workshop: Two-armed security guards for night shift and one-armed security guard for day shift.	3				
	P4 Pump Station: Two-armed security guards for night shift and one-armed security guard for day shift.	3				
	P1 Pump Station: Two-armed security guards for night shift and one-armed security guard for day shift.	3				
	P14 Pump Station: Two-armed security guards for night shift and one-armed security guards for day shift.	3				
	Block 6,7&8 Pump Station:	3				

	Two-armed security guards for night shift and one-armed security guard for day shift.					
	P12 Pump Station: Two-armed security guards for night shift and one-armed security guard for day shift.	3				
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL MONTHLY PRICE (VAT Incl.)						
TOTAL PROJECT PRICE FOR 36 MONTHS (VAT Incl.)						

ANNEXURE 3

EVALUATION CRITERIA

Contracting of a service provider to undertake security services at Agribusiness Development Agency, Makhathini Irrigation Scheme, Jozini for a period of thirty-six (36) months.

No.	Evaluation Criterion	Max Score	WEIGHTINGS				Total Score = 80
1	Referral Letters with reference to the quality of work rendered (Client letterhead with contact details) (Must be aligned to annexure 5)	30	5 and more referral letters = 30	From 3 to 4 referral Letters = 15	1 to 2 referral Letters = 5	No letter submitted = 0	
2	Value of Contract undertaken (Accumulative value) – Specific to security services	20	R 5 000 000 and above = 20	From R 3 000 000 – R 4 999 999 = 10	From R 1 000 000 and R 2 999 999 = 5		
3	Supervisor's Experience (General Security Experience) (Attach detailed CV)	30	More than 4yrs = 30	More than 3 – 4 yrs. = 10	From 1 year to 3 yrs. = 5	Less than 1 yr = 0	
Remarks/ Comment							
TOTAL SCORE OBTAINED							
MINIMUM PASSING OVERALL SCORE							48

Name of service provider/ 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

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

Start Date – End date (i.e., 01 March 2020 – 30 Dec. 2021)	Company	Position	Description of projects/ responsibilities/duties etc.	Traceable references (contact person, number, and e-mail address)

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



ANNEXURE 5: BIDDER'S DETAILED EXPERIENCE

Date of commencement of contract	Contract details/ description of work undertaken	Name of Institution/company /place where contract was undertaken	Value of contract	Period for when this contract was undertaken (<i>in days, weeks, months, years</i>)	Contactable References on the contract	
					Name/ Surname and designation	Contact Number & Email Address

Please Note:

- Evidence / proof of previous work done is required. Bidders are required to detail their most relevant work related to this bid.(the aforementioned template/ requirements are not exhaustive, bidders may provide any othe relevant information to enhance their proposals/ offers – information should be stated