BID NO: RFP09/21

ITHALA DEVELOPMENT FINANCE CORPORATION (IDFC) INVITES BIDS FOR THE ASSESMENT AND RESUSCITATION OF DISTRESSED AGRICULTURAL FARMS IN KWA-ZULU NATAL

CLOSING DATE: 24 NOVEMBER 2021 AT 11:00

Issued by:

Ithala Development Finance Corporation Limited
29 Canal Quay Road (for GPS 29 Signal Road),
Point Waterfront
Durban

Procurement Enquires:

Supply Chain Management Unit
Email: tenders@ithala.co.za
Tel: 031 907 8916

Name of Bidder: . . . .

In terms of Regulation 4 of the Preferential Procurement Regulations of 2017, Ithala will be applying pre-qualification criteria to advance designated groups, therefore only Level 1 B-BBEE contributors are eligible to submit a bid

For any complaints regarding our supply chain management abuses please contact Customer Services at 031 907 8610 or email complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 004 823

REQUEST FOR PROPOSAL

ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, 29 CANAL QUAY ROAD, POINT, DURBAN (FOR GPRS 29 SIGNAL ROAD) (Hereinafter referred to as ("Ithala")

BID NUMBER:	**RFP09/21**
CLOSING DATE:	**24 NOVEMBER 2021**
TIME:	**11:00 am**
DESCRIPTION:	**ITHALA DEVELOPMENT FINANCE CORPORATION (IDFC) INVITES BIDS FOR THE ASSESMENT AND RESCUCITATION OF DISTRESSED FARMS IN KWA-ZULU NATAL**
COMPULSORY BRIEFING:	**Yes** [ ] **No** [X]

Bid Enquiries	In order to minimise interaction and prevent the further spreading of the COVID -19 pandemic, all bid enquiries can be sent by email tenders@ithala.co.za

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C.1 TENDER NOTICE AND INVITATION TO TENDER

Ithala Development Finance Corporation (IDFC) invites bids for the assessment and resuscitation of distressed agricultural farms in Kwa-Zulu Natal

COLLECTION OF BID DOCUMENTS

The bid documents can be obtained online from the Ithala website (www.ithala.co.za) or by request from tenders@ithala.co.za at no cost.

SUBMISSION OF BID DOCUMENTS

The proposals shall be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the reception. The closing time for receipt of tenders is **24 NOVEMBER 2021 at 11h00am.**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to tenders@ithala.co.za

Tenders may only be submitted on the original tender documentation that is issued by Ithala written in black ink.

Ithala does not bind itself to accept the lowest or any bid and consider any bid for appointment.

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ITHALA DEVELOPMENT FINANCE CORPORATION					
BID NUMBER:	**RFP09/21**	CLOSING DATE:	**24 NOVEMBER 2021**	CLOSING TIME:	**11H00**
DESCRIPTION	**ITHALA DEVELOPMENT FINANCE CORPORATION (IDFC) INVITES BIDS FOR THE ASSESMENT AND RESUSCITATION OF DISTRESSED AGRICULTURAL FARMS IN KWA-ZULU NATAL**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
Ithala Trade Centre
29 Canal Quay Road
Point Water Front
Durban

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Supply Chain Management**	CONTACT PERSON	**Properties**
TELEPHONE NUMBER	**031 907 8911**	TELEPHONE NUMBER	**031 907 8911**
E-MAIL ADDRESS	tenders@ithala.co.za	E-MAIL ADDRESS	tenders@ithala.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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE
2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.6 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."

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……..

Ithala does not bind itself to accept the lowest or any bid and consider any bid for appointment.

All bidders must furnish the following particulars and include it in their submission (returnable documents)

Name of bidder: --

Trading name --

Company registration number -

VAT registration number --

Workman's compensation number -

Tax Clearance Certificate
/CSD Report submitted --

Postal address: --

Street address: --

Telephone number: Code ---------------- Number --

Cellular number: --

Facsimile number: Code ---------------- Number --

e-Mail address: --

In case of a consortium/joint venture, full details on consortium/joint venture members:

Entity name		VAT registration number		Tax Clearance Certificate submitted	YES / NO
Entity name		VAT registration number		Tax Clearance Certificate submitted	YES / NO
Entity name		VAT registration number		Tax Clearance Certificate submitted	YES / NO

Name of contracting entity in case of a consortium/joint venture

Entity name: .....

Postal address: .....

Street address: .....

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

Confirmation

Are you the accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in this bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Are you duly authorised to commit the bidder: YES / NO

SIGNATURE: .....**of person authorised to sign the tender)**

C.2 INTRODUCTION

Ithala is a Development Finance Corporation operating within the confines of the KZN Ithala Development Finance Corporation Act, No 5 of 2013.

Our VISION is “To be the catalyst for growth, economic development and empowerment” and our MISSION is “To drive economic development and empowerment whilst remaining financially sustainable”.

We enable, develop, promote and implement innovative investment and transformation solutions to advance sustainable Black Economic Empowerment.

The objectives of Ithala are to promote, support and facilitate social and economic development in the Province of Kwa-Zulu Natal (KZN) by:

1. Mobilising financial resources and providing financial and supportive services to persons domiciled, ordinary resident, or carrying on business within the KZN Province
2. Planning, executing, financing and monitoring the implementation of development projects and programmes in the province of KZN
3. Promoting, assisting and encouraging the development of the Province’s human resources and its social, economic, financial and physical infrastructure
4. Promoting, encouraging and facilitating private sector investment in the Province and the participation of the private sector and community organisations in development projects and programmes and in contributing to economic growth and development generally
5. Acting as the Government’s agent for performing any development related tasks and responsibilities that the government considers may be more effectively performed by a corporate entity

Our primary mandate is implemented by our two operating divisions and a subsidiary with an external market focus, namely:

1. Properties
2. Business Finance
3. Ithala SOC Limited

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers.

We strive for continuous improvement in our critical business areas and seek to establish relationships with suppliers that are equally passionate in their quest for better quality, price and service. By exceeding our requirements and expectations, you will not only ensure that you maintain the current business; you will be positioning yourself for future business within Ithala.

PROCUREMENT PHILOSOPHY

It is the policy of Ithala, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being had to the importance of :

a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.

b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and

c) The development, promotion and support for the moral values that underpin the above, in terms of Ithala' s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within Ithala.

C3 CONDITIONS OF BID AND CONTRACT

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	**GUIDELINE ON COMPLETION**				
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	**ITHALA SERVICE LEVEL AGREEMENT**				
2.1	The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala's standard terms and conditions will not be negotiated.				
3.	**ADDITIONAL INFORMATION REQUIREMENTS**				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
4.	**CONFIDENTIALITY**				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding Ithala or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				

5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT	Yes	No	Noted	If no, indicate deviation
5.1	Copyright of all documentation relating to this assignment belongs to Ithala. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in Ithala and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from Ithala.				
5.4	Ithala shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP Ithala shall be entitled to freely cede and assign to parties nominated by Ithala.				
6	**PAYMENTS**				
6.1	Ithala will pay the service provider for the actual services rendered in line with the contract.				
6.2	The service provider shall from time to time during the duration of the contract, invoice Ithala for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to Ithala.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				

7	NON-COMPLIANCE WITH DELIVERY TERMS	Yes	No	Noted	If no, indicate deviation
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, Ithala must be given immediate written notice to this effect. Ithala reserves the right to implement remedies as provided for in the SLA.				
8	**WARRANTIES**				
8.1	The service provider warranties that: It is able to conclude this Agreement to the satisfaction of Ithala.				
8.2	Although the service provider will be entitled to provide services to persons other than Ithala, the service provider shall not without the prior written consent of Ithala, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
8.3	The Service Provider under contract is obligated to ensure that should a resource who is scheduled to carry out work for Ithala or is carry out work for Ithala and becomes unavailable then that resource should be replaced within 7 days with a resource possession the same professional registration and/or qualifications/experience. The replace resource is subject to the vetting of the Ithala project manager.				
9.	**PARTIES NOT AFFECTED BY WAIVER OR BREACHES**				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	**SUBMITTING BIDS**				
10.1	Supply Chain Management (SCM)				
10.2	An original and electronic copy must be delivered to: ITHALA TRADE CENTRE 29 Canal Quay Road (for GPS use 29 signal road) Point Waterfront, Durban				

11	LATE BIDS	Yes	No	Noted	If no, indicate deviation
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
12.	**BID CLARIFICATIONS**				
12.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by e-mail). Please make reference to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.				
13.	**FORMAT OF BIDS**				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
14.1	**PART 1: INVITATION TO BID (FORM C1)**				
14.2	**PART 2: PART 2: RFP SUMMARY AND DETAILS (FORM C5 & C16)**				
	Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	**PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C3)**				
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	**PART 4: SARS TAX STATUS (FORM C10)**				
	The bidder must be compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a consortium/ joint venture, or where sub-contractors are utilised, each consortium/ joint venture member **and/or sub-contractor** (individual) **must** be in compliance with SARS and the information will be verified on Central Supplier Database (CSD).				

14. 5	**<u>PART 5: (FORM C4, C11, C12 AND C13)</u>** Certificate of Authority to Sign a Bid Declaration of Interest Declaration of Bidder's Past SCM Practices & Certificate of Independent Bid Determination	**Yes**	**No**	**Noted**	**If no, indicate deviation**
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with Ithala. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				
14.5.2	Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)				
14.5.3	For a consortium or joint venture: A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a **legal entity**, provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an **unincorporated entity**, provided.				
14.6	**PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT (FORM C4)**				
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	**PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL (FORM C9)**				
14.7.1	Bidders must, at least:				
14.7.1.1	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm, by providing letters of reference from previous/current clients including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by Ithala.				

14.8	**PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C15)**	**Yes**	**No**	**Noted**	**If no, indicate deviation**
14.8.1	Please indicate deviations or modifications to this Request for Bid on form **C15**				
14.8.2	If no deviations are required, please mark the form “Nil” and sign				
14.9	**PART 9: PRICING SCHEDULE (FORM C8)**				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
14.10	**PART 10: PROCUREMENT TIMELINES (FORM C6)**				
14.10.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.10.2	Terms of reference (TOR) are the requirements by Ithala. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.11	**PART 11: ANNEXURES**				
14.11.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.12	**VAT**				
14.12.1	Ithala is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.12.2	Ithala reserves the right to request the preferred bidder to register for VAT is the award is anticipated to be in access of R1m for 12 conservative months as the VAT Act requires.				
15	**PRESENTATIONS**				
15.1	Ithala reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				N/A

16	NEGOTIATION	Yes	No	Noted	If no, indicate deviation
16.1	Ithala has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	Ithala shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, Ithala reserve the right not to award the tender to highest ranking bidder in terms of PPPFA.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
17	**DOMICILIUM**				
17.1	The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with the final contract as follows:				
	Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
18	**COST OF BID PREPARATION**				
18.1	Bidders shall prepare and submit a bid at their own expense.				
19.	**SITE INSPECTIONS**				
19.1	Ithala reserves the right to carry out site inspections of bidders to establish suitability of properties, vehicles, etc. to perform services effectively and efficiently				
20	**BID VALIDITY PERIOD**				
20.1	Bid will be valid for a period of 90 days				
20.2	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.				

21	ISSUE ADDENDA	Yes	No	Noted	If no, indicate deviation
21.1	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
21.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
21.3	Acknowledge receipt of addenda to the tender documents, which the employer may issue.				
22	**SUBMITTING OF FRAUDULENT DOCUMENTS**				
22.1	Ithala will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
22.2	Ithala will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				
22.3	All documentation will verified and bidders who have submitted fraudulent documentation will be disqualified from further evaluation and reported to the relevant authorities.				

C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(V) SOLE PROPRIETOR	(VI) JOINT VENTURES

i. CERTIFICATE FOR COMPANY

I, ..., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman: .....

As Witnesses: .....

Date: .....

ii.CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... Hereby authorise Mr/Ms..... acting in the capacity of ....., to sign all documents in connection with the tender for Contract No: ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

iii. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, ...
…..... hereby authorise Mr/Ms. ….....
acting in the capacity of …..... , to sign all documents in connection with the tender for Contract No ….. and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

iv. CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: .....

As Witnesses:

1.....

2.....

Date: .....

v. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by **EACH member** of a joint venture submitting a tender.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms……, authorised signatory of the Company……..acting in the capacity of lead JV partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANIZATION……
ADDRESS: ……..
……
……
DULY AUTHORISED SIGNATORY NAME .....…….
DESIGNATION: ……..
SIGNATURE ……..

DATE:…….

C.5.1 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING SESSION

This is to certify that (tenderer).....

of (address) .....

…..…….. was represented by the person(s)

named below at the compulsory meeting held for all tenderers at:-

Date	Time	Site
n/a	n/a	n/a

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Bidder's representative attending the meeting:

Name: ..... Signature: .....

Capacity: .....

Attendance of the above person(s) at the meeting is confirmed by the Ithala's representative, namely:

Name: ..... Signature: .....

Capacity: .....

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	28 October 2021	09h00
Compulsory briefing session	N/A	N/A
Written questions of clarification – closing date	15 November 2021	16h00
Written response to all clarifications	18 November 2021	16h00
Service Provider Proposals Due	24 November 2021	11h00
Completion of Bid Evaluations	25 January 2022*	16h00
Anticipated letter of Award	25 February 2022*	16h00
Commencement Date	28 February 2022*	09h00

***Indicative dates**

C.7 TERMS OF REFERENCE

1. PURPOSE

The purpose of the tender is for the appointment of an experienced service provider for the assessment and resuscitation of distressed agricultural farms in KwaZulu-Natal

2. BACKGROUND

Ithala Development Finance Corporation (IDFC) is a Provincial development agency mandated to drive economic empowerment within the Province of KwaZulu-Natal.

Business Finance is one of the core business units at IDFC. The department supports the mandate of IDFC, and its core development focus is to increase the participation of black people in all sectors of the economy, and positively contribute to job creation, skills development, and training. This is done through provision of financial and non-financial services to entrepreneurs of KZN. As a subsection of the Business Finance department, the Agri and Agro processing unit was formed to support black previously disadvantaged farmers and aspiring farmers to enter the mainstream economy through agricultural activities.

The Agri and Agro processing division provides loans to agricultural entrepreneurs to purchase farms, farm implements as well as provide working capital to enable agricultural entrepreneurship.

The agriculture loan book consists of 41 clients whose farms have been identified as distressed farms and as a result have not been able to service their loan obligations with IDFC. The 41 clients were awarded loans to the total ledger value of value of R255.10 million as at 31 March 2021. The list of the farms will be provided to the bidders. These are nonperforming loans and ideally should be liquidated to enable IDFC to reinvest in other incoming agriculture entrepreneurs, but IDFC has suspended legal action to study various factors that could have caused the failure, impact of the loans advanced as well as well analyse if there can be ways to resuscitate these farms. The request to appoint an agriculture specialist to analyse the status and review possibilities of turning around the farms is in line with IDFC‘s mandate to develop, sustain and support the key job creating efforts by Black agriculturalists into the mainstream economy.

To achieve on the mandate as stipulated above IDFC intends to appoint an experienced service provider that will provide expert consultancy to the 41 clients identified, over a period of 18 months, provide turnaround strategies and drive the implementation efforts to those that can be resuscitated.

The portfolio of those that need to be analysed under this program consists of projects in these fields

(a) Sugar cane production

(b) Vegetable production

(c) Poultry

(d) Pineapple farming

(e) Animal husbandry

(f) Maize production

3. PROJECT OBJECTIVES

The Business Support unit intends to appoint an Agriculture Specialist company who will provide expert consultant services to the 41 farms identified by IDFC as distressed farms.

The consultancy will be provided to meet the following objectives:

3.1 Comprehensive audit of the farms to develop a comprehensive database with information about

(a) Current operational status of the farm
(b) Verification of the boundaries of the farm
(c) Occupancy

3.2 Conduct current economic viability assessment on the farm

3.3 Conduct impact assessment of the IDFC investment on each farm

3.4 Conduct impact assessment of other state organisations interventions on each farm

3.5 Assess the reasons for project failure of each farm

3.6 Categorise the farms into:

(a) Farms with prospects of being turned around.
(b) Farms that IDFC can continue with legal action or other recovery methods.

3.7 Develop and propose turnaround strategies on those farms with prospects of successful resuscitation. A turnaround strategy document must be presented to IDFC.

3.8 Implement the turnaround strategies crafted on the identified farms

3.9 Design and implement the mentorship programs required for each project

3.10 Design and implement the continuity and succession plan to be carried out after the service provider has concluded the contract

3.10 Monitor and evaluate the success of the program with IDFC based on the agreed monitoring and evaluation stipulated in the service level agreements for each farm.

4. SCOPE OF SERVICES

The following services are required but not limited to:

4.1 The scope includes 41 farms as identified by IDFC and based on the objectives listed in 3 above.

4.2 The efficiency and effectiveness of interventions will be measured against the service level agreement, however, will involve the following examples of indicators

- Resources (staff involvement, project costing)
- Technical norms and standards
- Market and financial sustainability of financial model proposed.
- Environmental impact compliance

4.3 Convene briefings, meetings and site visits and provide IDFC with a report and minutes on each intervention with project stakeholders

5. TIME FRAMES

5.1 It is estimated that during the 18 months of this appointment, the service provider will be able to complete the above objectives in 3 phases.

5.2 The project will be divided into phase one, phase two and three of the program.

5.2.1 Phase one will be done in 6 months and termed, ‘’ The Assessment and Planning Stage”

5.2.2 Phase two will be done in 9 months and termed, “The Implementation Stage “

5.2.3 Phase three will be done in 3 months and termed, “The Evaluation and Finalisation Stage”

5.3 IDFC reserves the right to withdraw any of the 41 farm projects from the total project scope due to changed circumstances

6. PHASE 1 – THE ASSESSMENT AND PLANNING STAGE – 6 MONTHS

6.1 This stage is used for the service provider to familiarise themselves with the projects through visits and files

6.2 The service provider will assess each farm and come up with a comprehensive farm assessment as per the following objectives:

6.2.1 Comprehensive audit of the farms to develop a comprehensive database with information about

(a) Current operational status of the farm

(b) Verification of the boundaries of the farm

(c) Occupancy

6.2.2 Conduct current economic viability assessment on the farm

6.2.3 Conduct impact assessment of the IDFC investment on each farm

6.2.4 Conduct impact assessment of other state organisations interventions on each farm

6.2.5 Assess the reasons for project failure of each farm

6.2.6 Decide whether each farm can be turned around or not and provide reasons for each decision

6.3 The service provider will use this stage to assess, categorise the farms into the following two (2) categories:

a. Farms that cannot be rehabilitated – candidate for legal action with reasons why they fall into this category.
b. Farms that can be rehabilitated – candidates for restructuring with reasons why they fall into this category.

6.4 This stage is a strategy planning stage for those identified as candidates for rehabilitation. The turnaround plans are prepared for each farm. The turnaround plans should compare well with other benchmarking norms e.g. Combud. The turnaround plans should incorporate but not limited to the following:

a. Problems and challenges experienced on each farm.
b. Financial forecast and analysis.
c. Production plan which compares well with benchmarked norms and procedures e.g. Combud.
d. Marketing plan (here the service provider is expected to find contracts to supply for the client).
e. Management plan and mentorship plans.
f. Continuity and success plan after the mentorship program.
g. Implementation plan with time frames.
h. Financial resources required direct to the project.
i. Costing of service provider to turn around the project.
j. Critical paths milestones and measures of success of the project (SMART).
k. Monitoring and evaluation procedures to client
l. Monitoring and evaluation procedure to service provider by IDFC.
m. Overall proposed service level agreement based on the turnaround plan.

6.5 At this stage the service provider should submit to IDFC all the documents required for approval by IDFC before phase 2 can commence. If changes are required these should be amended and resubmitted to the task team and signed off. The following is a summary of the documents required in stage 2 assessments report:

a. Visit schedule of the farms – one of the IDFC task team will accompany the service provider and produce an assessment report of each farm.
b. The comprehensive report of all farms and categorisation explaining why each farm is in the respective two categories.

c. Turnaround plans of each farm.

d. Proposed proforma invoice to turnaround the farm.

e. Tripartite agreement between the client, the service provider and IDFC that the client is committed to the turnaround program proposed and will adhere the program to the end. Failure which in case of default the IDFC will continue with legal action.

f. Proposed service level agreement for each farm incorporating monitoring and evaluation.

6.6 For this stage to be completed all the documents above should be agreed on between the service provider and IDFC and authorised by both parties.

6.7 Each farm or project should have individual file with all the documents required in stage 2.

6.8 Where there is no cost benefit of turning around the farm IDFC reserves the right to withdraw the farm from the implementation stage.

6.9 Below is a summary of events in Phase 1 and timelines:

Month	**Action Plan**	**Output Required**
1 Week	• Familiarization with files and setting up of plan of action for the next 6 months	• Detailed plan of action for the 6 months as per terms of reference • Planned visit schedule for all the farms
10 Weeks	• Each Farm is visited accompanied by IDFC official • At least 15 farms per month and detailed status analysis of each farm done however all listed farms should be visited	Report on each farm detailing all objectives (assessment report) • Status of the farm • Verification of boundaries • Occupancy • Impact of other state organisation's investment • Current economic viability- high level prospects assessment • Reasons of Failure • Recommendation of whether to liquidate or resuscitate each farm • Reasons of the recommendation above • Overall report of all the farms • Commitment reports by those identified for resuscitation List of farms falling in each category
1 Week	• Stakeholder presentations of the findings • plan of action of those identified for resuscitation	• Meetings and Feedbacks • Plan of action for farms identified for resuscitation as per what is proposed in the terms of reference • Action plan for the list with farms that can be turned around

10 Weeks	• Revisiting candidates of restructure with IDFC Turnaround & Restructuring. • Turnaround strategies are mapped and discussed with all stakeholders i.e. client, IDFC and the service provider • Financial, market and operational feasibility is assessed and discussed with IDFC officials	• Turnaround strategy is drafted and submitted to IDFC for each project identified as a candidate for resuscitation. In the same period the implementation plan is for each project is presented for feasibility assessments and discussions with IDFC task team • Approved financial strategy incorporating IDFC loan should be submitted to IDFC • Approved marketing strategies with signed contracts and letters of intent • Approved operational strategy to the turnaround strategies proposed • Production plan • Management plan and mentorship • Continuity and succession plan after the mentorship program • Project monitoring plan and measures of success or failure • Proposed monitoring evaluation of the service provider • Required capitalisation • Proforma invoice for turning around the farm • Proposed service level agreement
2 Weeks (Conclusion for Phase 1)	• Filing of all reports to IDFC	• Files for each project with approved turnaround and implementation strategies should be submitted to IDFC • Approval of all turnaround plans • Approval of service level agreements • Final comprehensive report of action plans. • Restructuring of the clients' accounts by IDFC

7. PHASE 2 – IMPLEMENTATION STAGE – 36 WEEKS (Service Level agreement to inform monthly /weekly time frames)

7.1 This stage is the implementation stage of the plans and service level agreements agreed to in phase one.

7.2 At this stage the agreement between IDFC and the agriculture specialist will be guided by the signed service level agreements and the agreed financial considerations.

7.3 IDFC reserves the right to withdraw any projects in this stage due to any changes in the circumstances of the project. For example, the client can pay off the loan or not co-operate fully in the mentorship program.

8. PHASE 3 – MONITORING AND EVALUATION STAGE – 12 WEEKS (Service Level agreement to inform monthly /weekly time frames)

8.1 This stage is where IDFC and the service provider should be able to measure the level of success in turning around of the farms.

8.2 On planning stage, the service level agreement is agreed on, incorporating the different matrixes in the measurement of successful turnaround of each farm. The matrixes will be agreed between IDFC based on the following, but not limited to:

(a) Operational action plans completion
(b) Successful mentorship on financial record keeping and updating statutory obligations
(c) Successful mentorship on production management
(d) Successful mentorship on market and availability of the market continuity plan
(e) Projected sales against actual sales achieved
(f) Projected net profit margin against actual net profit margin achieved
(g) Projected return on investment (current capital) against actual achieved
(h) Successful accreditation certificates acquired for the client
(i) Other measures that will be discussed with the service provider

8.3 It is therefore important that the service provider and IDFC agree on the measures of success and the portfolio of supporting evidence at service level agreements so that they are signed off by both parties.

8.4 The stage is also where the proforma invoices are submitted to IDFC as per agreed service level plans.

8.5 IDFC will then verify the submitted proforma invoice against work done. However, it is advisable that each stage has milestones that are evaluated and monitored at every stage which information will be used in the finalisation stage.

8.6 In this stage the succession and continuity plan are being implemented as set out in the turnaround plan.

8.7 Project closure report is done which incorporates all the succession plans to all the different implementation areas.

8.8 Once work is verified and proforma invoice signed off payment is done. Below are documents needed to enable smooth finalisation of the program.

Event	Action plan	Documents Required
Monitoring and evaluation of project	Have continuous monitoring and evaluation on each critical milestone	✓ Service level agreement ✓ Monitoring and evaluation sheets with agreed parameters and portfolios of evidence
Proforma invoice presentation	Detailed proforma of work done on each project and verification of work done	✓ Site visit schedule signed by IDFC task team and client ✓ Reports required (Signed off) ✓ Certificates required ✓ And other documents as per service level agreement
Succession and continuity Plan	The service provider should be able to leave the site when the client is able to continue the project. Thus, service provider should design ways of imparting the knowledge to the client, design the continuity plan.	Continuity and success plan One month implementation of the plan Evidence of client adaptation to the continuity plan as per service level agreement of the project

9. PROJECT RESOURCES

9.1 EXPERT PERSONNEL – KNOWLEDGE BASE

The technical team should be composed of experts /specialists who have proven knowledge of

- The South African and Kwazulu-Natal economy and its socio-economic issues
- Agriculture sectors of Kwazulu-Natal and its industry value chain
- Urban / rural development and rural economic development projects
- Research methods both qualitative and quantitative
- Feasibility and / viability assessments
- Turnaround of agricultural projects
- Knowledge of agriculture markets and market statutory compliance

9.2 EXPERT PERSONNEL – SKILLS BASE

- Quantitative and qualitative research methods
- Analytical, financial, and critical thinking
- Report writing.
- Presentation
- Communication and research facilitation
- Computer literacy skills
- Market analysis and market research skills
- Business Turnaround skills and experience
- Market penetration and market accreditation compliance

9.3 The service provider will have a team of all specialists required by IDFC.

Listed below are the specialists required to be involved in the project, in terms of qualifications and their minimum requirements: Where applicable and required each service provider should be registered with the relevant professional body

9.3.1 **AGRICULTURE AND/OR AGRO-PROCESSING**

- Degree or Diploma in Agriculture
- Minimum Experience 3 years in crop production
- Experience in assisting clients to comply with production statutory obligations or accreditations for their products.
- At least 3 years' experience in managing and providing consultancy in the following Crop commercial farming sector including the following.
  - Cash crops – that is vegetable production.
  - Tunnels farming – Hydroponics.
  - Maize Production

- Soya production
- Sugar cane farming
- Pineapple production

9.3.2 **AGRICULTURE AND AGRO-PROCESSING**

- Degree or Diploma in Agriculture
- Minimum Experience 3 years in animal husbandry
- Experience in assisting client comply with production statutory obligations or accreditations for their products.
- 5 years' experience in managing and providing consultancy in the following Livestock Agriculture sector:
  - Sheep farming
  - Poultry
  - Beef farming

9.3.3 **MARKETING AND SALES**

- Degree in Marketing or Marketing related degree
- Minimum 3 years' experience in products.
- Experience in assisting clients comply with marketing statutory obligation or accreditations for their products.
- Ability to source markets for SMMEs in the agriculture sectors.

9.3.4 **TURNAROUNDS AND RESTRUCTURES**

- Relevant agricultural degree or Diploma e.g. animal husbandry or crop production.
- Minimum of 3 years' experience in turnaround and restructuring of agri-businesses.

9.3.5 **ACCOUNTING AND BOOKKEEPING SERVICES**

- B Com Degree in Accounting or equivalent qualification.
- At least 3-years' experience in books of accounts preparation.
- Ability to help SMMEs comply with all the financial statutory regulatory frameworks.
- Be able to identify financial challenges in the business and advise on possible solutions for IDFC to be able to assist the SMMEs before business failure.

9.3.6 **BUSINESS CONSULTANTS**

- B Com Degree in Accounting or any business-related degree
- 3-years' experience in preparation of business plans
- 3 years' experience in mentoring small to medium enterprises in starting their businesses.

- Ability to help SMMEs comply with all the financial and business related statutory regulatory frameworks.

NOTE: a concise CV with qualifications, experience, and competence and statement of availability is required for each resource listed in 9.3.1 to 9.3.6

FORMAT OF CURRICULUM VITAE

Clearly state proposed role in the project:

1. Name:
2. Date of birth:
3. Nationality:
4. Education**:**

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

Language	Reading	Speaking	Writing
English			
Zulu			

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

5. **Other:**
   1) Membership of professional bodies:
   2) Other skills: (e.g. Computer literacy, etc)
   3) Present position:
   4) Years within the firm:
   5) Key qualifications: (Relevant to the project)
   6) Professional Experience

Company	Description of work/duties (detailed)	Start date	End Date	Contact person	Contact details

6. **Other relevant information (e.g. Publications)**

10. THE OVERALL SERVICE PROVIDER – THE COMPANY (EVALUATION)

10.1 A full and complete company profile must be provided for the bidders inclusive of 3 reference letters. That must include project categories and description of projects managed by the bidder. It should also include value of each projects as well as their contact details as per table below.

Description of Projects	Client	Contact Person and Number	Contract Value	Contract period

10.2 The evaluation of the above aspects will enable an assessment of the bidder's experience in the management of similar programmes or projects, their ability and capacity to manage a project of this nature and whether any conflict of interest.

11. GUIDELINES OF FINANCIAL CONSIDERATIONS

11.1 Service provider will claim transport costs as per published department of Transport fuel rates of the month as well as disbursement for accommodation and other expenditure. Proof of actual expenditure will be required – this will be up to the level of the proforma given to IDFC.

11.2 Because the projects that will be supported will vary in nature, value of the loan, location and other variables other costing methodologies should be proposed by the bidder and IDFC reviews the methodologies given and select the suitable methodology.

12. PRELIMINARY PROPOSED METHODOLOGY OF ENGAGEMENT (POST AWARD)

The Process to be followed leading to the engagement of the service provider

12.1 Receipt of business support enquiry from the client or identification of business support need by Business Finance.

12.2 Checking and screening of enquiry or motivation.

12.3 Request for quotation (or detailed project costing) from service provider

12.4 Implementation plan to be provided by the Service provider

12.5 Service level agreement to be drawn on each project and signed by both parties.

12.6 Engagement letter issued to the service provider

12.7 Provision of business support service/s in accordance with the terms of reference, service level agreement and the engagement letter.

12.8 Submission of agreed progress reports by the service provider

12.9 Closing Report is drafted by service provider.

12.10 Review of reports and quality thereof by the Business Support unit and

12.11 Review and measure of projected key deliverables against actual attained by service provider.

12.12 Submission invoice/s to delegated authority for approval

13 PRICING AND RATES

13.1 The method of remuneration will be based on the scope of works and requirements of each project

13.2 The service provider will be issued with a scope of works and will be required to submit a detailed cost breakdown to Ithala within three (03) working days.

13.3 Travel claims will be claimed at the Department of Transport rate per KM

13.4 All rates and costs are subject to negotiation by Ithala, where the negotiation process fails; Ithala is not obliged to accept any rates as quoted.

14 PROPOSAL REQUIREMENTS

14.1 Proposals must be clear and concise, comprehensive and directly address the specifics of the proposed requirements. The service provider will, in combination with their capability descriptions and resource resumes with qualifications, demonstrate their experience in providing similar services on prior work by providing references from other clients.

14.2 The Technical Proposal must consist of the following:

14.2.1 References for previous work completed or similar projects - you are required to provide client reference letters, which must include the following:

14.2.2 Company experience
You are required to provide table listing all projects undertaken by your company, bidder list similar projects

14.2.3 Key resources and skills: you are required to provide the required documentation for each resource.

14.2.4 Company Location – Please provide a list of your company office locations

Bidders resources

NO	AREA OF EXPERTISE	NAME OF BIDDERS RESOURCE (*Kindly indicate name of resource in each area of expertise)*	NUMBER OF YEARS OF EXPERIENCE	IS THE CV AND QUALIFICATION/PROFESSIONAL REGISTRATION ATTACHED ?
1	**Agriculture and/or Agro-processing – Crop Production**			
2	**Agriculture and/or Agro-processing – Animal Husbandry**			
3	**Marketing**			
4	***Business Turnaround and Restructuring***			
5	***Accounting and Bookkeeping services***			
6	***Business Consultants***			

***although all resources will be required for the project, evaluation points will only be allocated for key project resources**

Tenderers signature……

C.8 PROPOSED FEES

Pricing Schedule

NAME OF SERVICE PROVIDER:
TELEPHONE: ……
EMAIL: ……

Work will be issued via an instruction to perform services where the service provider will be issued with scope of services and requirements to provide a detailed project costing

Ithala reserves the right to negotiate all rates for a discount on all rates

* Tenderers signature……

C.9 EVALUATION PROCESS & CRITERIA (FOUR STAGE EVALUATION PROCESS)

1	**STAGE ONE: PRE-QUALIFICATION CRITERIA**	**Yes**	**No**	**Noted**	**If no, indicate deviation**
1.1	In terms of Regulation 4 of the Preferential Procurement Regulations of 2017, Ithala will be applying pre-qualification criteria to advance designated groups				
1.2	Only Bidders with a B-BBEE status of Level 1 Contributors are eligible to submit a bid				
1.3	Bidders are required to submit an original or certified copy of their B-BBEE certificate or Sworn affidavit (attested by the Commissioner of Oaths) and/or any other supporting documentation				
2	**STAGE TWO: ADMINISTRATION COMPLIANCE**				
2.1	All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication. **Mandatory** Bids will only be compliant if bidder has submitted the following documents: • The bidder must registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS efiling pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid; • A completed declaration of interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer; • Or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • The bidder must submit one original document and one electronic (USB) copy of the bid document. **Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.**				

3	**<u>STAGE THREE</u>: FUNCTIONALITY (QUALITY CRITERIA)**				
3.1	Only bidders who obtain a minimum functionality score of 65 will be considered for award				
4	**<u>STAGE FOUR: PRICE AND B-BBBEE</u>**				
4.1	At this stage there will be no price and B-BBBEE evaluation carried as this will be requested once the panel is in place and there is a project scope				
4.2	All rates submitted will be subject to negotiation				
5	**ADJUDICATION OF BID**				
5.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
5.2	The bid shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. Ithala is entitled to **retract** this bid at any time as from the date of issue. Ithala is not obliged to award this bid to the bidder that quotes the lowest.				
5.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this bid from the date the offer is submitted until the date of award of the bid.				
6	**Awarding of contract**				
6.1	Ithala reserves the right to award this bid in full or part				
6.2	Allocation of work via an instruction to perform services				
6.3	Any service provider who defaults on any work given will be submitted for blacklisting				
6.4	The bidder to provide Professional Indemnity of all resources prior to commencement of any work (where applicable)				
6.5	Appointment does not guarantee any quantum or work over the 36-month period				
6.6	An Ithala SLA will be utilised to manage the relationship, once a scope of works has been issued and agreed upon				

EVALUATION FUNCTIONALITY-THE QUALITY CRITERIA AND MAXIMUM SCORE IN RESPECT OF EACH OF THE CRITERIA ARE AS FOLLOWS:

All bids will be scored on functionality as below, bids that do not meet the minimum threshold value of 65 will be considered non- responsive and will not be consider.

TECHNICAL CRITERIA	Description	Weight	Score	Total
COMPANY EXPERIENCE AND REFERENCES	You are required to provide client reference letters in business support/consulting/business turnaround and restructuring in agriculture and/or agro-processing type projects **Scoring guide** More than three (03) client refence letters = 5 At least three (03) client refence letters = 4 At least two (02) client refence letters = 3 Less than two (02) client reference letters = 0 No submission = 0 Bidders who do not submit reference letters in the required area will be deemed non-responsive for this criterion ***Ithala reserves the right to authenticate all supporting documents submitted***	**35**		
Capacity of the bidder	The bidder to demonstrate their capacity by providing brief CV's, qualifications and professional registration of the following resources			
	Key Resource 1 - Agricultural and /or Agro-processing A resource with a Degree or Diploma in Agriculture with minimum experience of 3 years - in actual crop production **and/or** - in assisting clients to comply with crop production statutory obligations or accreditations for their products **and/or** - in managing and providing consultancy in the Crop Agriculture sector **Scoring guide**	**15**		

	• Degree or Diploma with more than 3 years relevant experience = 5 • Degree or Diploma with at least 3 years relevant experience = 3 • Submission does not meet minimum requirements/no submission = 0			
	Key resource 2 - Agricultural and/or Agro-processing A resource with a degree or diploma in Agriculture with minimum experience of 3 years - in actual livestock agriculture **and/or** - in assisting clients to comply with livestock Agriculture statutory obligations or accreditations for their products **and/or** - in managing and providing consultancy in the Livestock Agriculture sector **Scoring guide** • Degree or diploma with more than 3 years relevant experience = 5 • Degree or diploma with at least 3 years relevant experience = 3 • Submission does not meet minimum requirements/no submission = 0	**15**		
	Business Turnaround and Restructuring A resource with a Tertiary qualification and experience in managing at least 2 business turnarounds or restructuring projects in the agriculture sector: **Scoring guide** • Tertiary qualification with more than 2 relevant business turnarounds or restructuring projects relevant experience = 5	**20**		

	• Tertiary qualification with at least 2 relevant business turnarounds or restructuring projects = 3 • Submission does not meet minimum requirements/no submission = 0 **The business turnarounds or restructuring projects must be clearly indicated on the resources cv**			
Local Economic Development	**Ithala Development Finance Corporation (IDFC) is a Kwa-Zulu Natal based Development Finance Institution (DFI) and is responsible for the development and empowerment of local service providers. Bidders are required to provide details of their offices located in KZN (Head, regional or satellite office)** **Scoring guide** Head Office in KZN = 5 Regional or satellite Office in KZN = 3 No location in KZN = 0	**15**		
Total (Max)		**100**		
Minimum Requirement		**70**		

All bidders who obtain a minimum of 70 will be considered further for evaluation

C10. TAX CLEARANCE 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 bidder must be in good standing with SARS and such information will be verified through Central Supplier Database (CSD)

2. In bids where Consortia/Joint Ventures/Sub-Suppliers/Partners are involved, each party must submit a separate valid Tax Clearance Certificate for their organization.

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

C.11 DECLARATION OF INTEREST SBD4

Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number: ……

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……..

2.4 Company Registration Number: ……..……

2.5 Tax Reference Number: ……..……

2.6 VAT Registration Number: ……....

i. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member: ……..……
Name of state institution at which you or the person connected to the bidder is employed: ……
Position occupied in the state institution: ……

Any other particulars:
……

……
……

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

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

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

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

……..
……
……

2.7.3 Did you or your spouse, or any of the company's directors / trustees/ shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.7.4 If so, furnish particulars:
……..
……..
……

2.7.5 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
……...
……..….
……

2.10 Are you, or any person connected with the bidder, Aware of any relationship (family, friend, other) between any other bidder and any person employed by the state **YES/NO**

who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars**.**

……
……
……

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

2.11.1 If so, furnish particulars:

……
……
……

Full details of directors / trustees / members / shareholders.

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

DECLARATION

I, THE UNDERSIGNED (NAME)……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23

OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……
Signature Date

……. ……
Position Name of bidder

C.12 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (TO BE COMPLETED BY BIDDER.)

1 This Section must form part of all bids invited.

2 It serves as a declaration to be used by Ithala Development Finance and Corporation Limited in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused Ithala Development Finance and Corporation Limited 's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury/Ithala Development Finance and Corporation Limited's database as companies or persons prohibited from doing business with the public sector?**	Yes ☐	No ☐
1.1	If so, furnish particulars:…… …….. ……..		
4.2	**Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:…… …….. ……..		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:…… …….. ……..		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:…… …….. ……..		

CERTIFICATION

I, THE UNDERSIGNED

(FULLNAME)……
…….

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

……... ……..
Signature Date

……
Position

……
Name of Bidder

C.13 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

[1] Includes quotations, advertised competitive bids, limited bids and proposals

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   I provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   I methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   I the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
11.

……	……
Signature	Date
…….	……
Position	Name of Bidder

[3] 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.

C.14 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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1. GENERAL CONDITIONS

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

- 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50million (all applicable taxes included); and
- 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

1.2 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

b. The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	**PRICE**	……..
1.3.1.2	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	……...
	Total points for Price and B-BBEE must not exceed	**100**

c. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

d. DEFINITIONS

2..1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

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

2.3 "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

e. **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

f. **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

g. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

h. "EME" means any enterprise with an annual total revenue of R5 million or less,

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **"trust"** means the arrangement through which the property of one person is made over or Bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

i. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

j. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

l. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that

such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other

enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: …..…… = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

m. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ….....……..…%

(ii) the name of the sub-contractor? ……..

(iii) the B-BBEE status level of the sub-contractor? ……..

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

9.1 Name of company/firm ..... :

9.2 VAT registration number : .....

9.3 Company registration number ……. :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

o. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…….. .....

…… .....

…….....

p. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

q. Total number of years the company/firm has been in business? ……

r. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

s. 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

t. disqualify the person from the bidding process;

u. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

v. 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ……

2. ……

……
SIGNATURE(S) OF BIDDER(S)

DATE:……..

C.15 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked “NIL” and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder’s Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

C.16 BID SUMMARY AND DETAILS

We the undersigned submit this bid in accordance with the conditions contained in the referenced RFP document and attach the documents required:

No.	Description in detail	Documents Attached
A. Commercial Documents		(Yes/ No/ N.A.)
1.	Deviations from Request for Proposal	
2.	Covering letter	
3.	Entire Bid Document	
4.	CC or Company Registration Documents or copy of ID if sole propriety	
5.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
6.	BBBEE Certificate/Affidavit	
7.	Declaration of Interest and Declaration of past SCM Practices	
8.	Joint Venture Agreement where applicable	
9	Attendance of Compulsory Site Briefing Certificate form	N/A
B. Technical Documents		
10	Proposal: Detailing Company Profile	
11	A table of previous projects	
12	Reference letters	
13	Cv's of resources with qualification	
14	Address details – office location in KZN	
15	One original document and one electronic (USB) copy of the bid document.	

Name _____ Date _____

Signature _____