REPUBLIC OF SOUTH AFRICA

EASTERN CAPE PROVINCE
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

FAN8-24/25-0003
EXPRESSION OF INTEREST (EOI) TO ESTABLISH FRAMEWORK AGREEMENTS FOR INPUTS (ANIMAL FEED AND FODDER) FOR A PERIOD OF THIRTY SIX (36) MONTHS.

(TO BE UPDATED ANNUALLY)

TENDERER:	
CSD NUMBER:	
LOGIS NUMBER:	
SPECIFIC GOALS:	
CLOSING DATE:	**12 JULY 2024**
CLOSING TIME:	**11:00 am**
BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES	**R…………………………………………….**

PREPARED BY:

SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF RURAL DEVELOPMENT
AND AGRARIAN REFORM
PRIVATE BAG X0040
BHISHO
5605
FAX: 086 540 1720
E-MAIL: Axolile.Jakavula@drdar.gov.za for administrative enquiries
Mongezi.Mbangcolo@drdar.gov.za for technical enquiries

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CHECK LIST

Please ensure that all the following documents have been submitted with your Bid / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

Description	Done
Tax Status Verification for Price Quotations and Competitive Bids Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids. CK documents are therefore needed to be attached in the bid. Tax status must remain Compliant for conducting business with state.	
All forms of verification documents are attached to qualify for preference points as per each specific goal.	
Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached	
This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	
Section 3: 1. Detailed quotation (show breakdowns)	
Section 4: 1. Certificate of authority for signatory must be completed and signed in full.	
2. Schedule of work carried out by the bidder must be completed.	
3. Equity Ownership Declaration must be completed and signed in full.	
4. **All SBD documents** must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.	

ALL FORMS TO BE COMPLETED IN BLACK INK

NO CORRECTION FLUID TO BE USED IN THE DOCUMENT

CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE

NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED

BID NOTICE

DEPARTMENT OR RURAL DEVELOPMENT & AGRARIAN REFORM

PROJECT DESCRIPTION	**EXPRESSION OF INTEREST (EOI) TO ESTABLISH FRAMEWORK AGREEMENTS FOR INPUTS (ANIMAL FEED AND FODDER) FOR A PERIOD OF THIRTY SIX (36) MONTHS.**
PROJECT NUMBER	**FAN8-24/25-0003**

AVAILABILITY OF DOCUMENTS : 10 JUNE 2024

CLOSING DATE : 12 JULY 2024

BID NOTICE

BIDS are hereby invited from suitable and qualified SERVICE PROVIDERS **for Expression of Interest (EOI) to establish framework agreements for inputs (animal feed and fodder) for a period of thirty six (36) months.**

Documents will be available as from the **10 JUNE 2024** from the offices of SCM – Acquisition Management Services, Office No 45, First floor, Indwe Building, Bhisho, 5605 between 08:00 and 16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays. The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender box situated at;

DRDAR

OFFICE 45, FIRST FLOOR,**INDWE BUILDING**

BHISHO, 5605

By 11.00am on <u>12 JULY 2024 AT 11:00</u> when the BIDS will be opened in public.

Prospective service providers must take particular note of the following:-

1. Bids received will be evaluated according to 80/20-point system, were 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.

3. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate is therefore no longer needed to be attached in the bid
4. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
5. If specifications are not adhered to the Department of Rural Development and Agrarian Reform reserves the right to terminate the contract.
6. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
7. Suppliers and Service Providers are to provide references to confirm previous delivery of similar nature were delivered satisfactorily in order for DRDAR to perform risk assessment.
8. *The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.*".
9. Use of correction fluid will result in a bid being non responsive.

The Department of Rural Development and Agrarian Reform will not entertain any late submissions. **Closing time is 11:00 the 12 JULY 2023.**

All proposals shall hold good for 90 (Ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

Enquiries should be directed to Mongezi.Mbangcolo@drdar.gov.za @040 602 9972(technical)
Axolile.Jakavula@drdar.gov.za(technical)

BID RULES

Annexure: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 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.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

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 all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Accept the tender offer; if in the opinion of the employer, it does not present any risk to the department.

F.3.13.3 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted through same medium utilized for advert.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents,
c) other revisions agreed between the employer and the successful tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

PRODUCT PARTICULAR SPECIFICATIONS

rural development
& agrarian reform
Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF QUALIFIED SERVICE PROVIDERS TO SUPPLY AGRICULTURAL INPUTS: ANIMAL FEED AND FODDER

1. BACKGROUND

1.1. As part of revitalisation and commercialisation of agriculture in the Province, the Department of Rural Development and Agrarian Reform seeks to support the subsistence and smallholder producer towards productive and competitive provincial agriculture sector;

1.2. The Department is mandated to drive rural development, thus grow the rural economies through agriculture by ensuring that all producers and input suppliers continue to lead in local economic development of rural communities.

1.3. The Department is implementing Agriculture Economic Transformation Strategy to unlock agriculture potential of the province. The Department is supporting in all six (6) districts inclusive to two (2) metropolitan municipalities according to their natural resource potential.

1.4. The strategy of the Department is focussing at increasing household incomes, promoting commercialization of the smallholder farmers, increasing opportunities for skilled and relatively unskilled employment, and to increase food security.

1.5. The Department has therefore prioritized the need to assist resource-poor farmers with agricultural inputs in the form of animal feed and fodder.

2. OBJECTIVES

2.1. To establish a Panel of suitably qualified Agriculture Input Suppliers to engage in a three-year period (36 months) contract for the supply and delivery of agricultural inputs in the form of animal feed and fodder.

2.2. To ensure cost effective, timely and correct supply of agricultural inputs to resource-poor and emerging farmers.

2.3. To create sustainable food (crop and livestock) production in poverty-stricken rural communities.

2.4. To enable farmers/producers to improving their relationship with local suppliers and potential markets of their produce.

3. SCOPE OF SERVICES

3.1. The Department requires a panel of qualified service providers that will supply animal feed and fodder for the beneficiaries of the DRDAR in all districts of the Eastern Cape even in cases of emergency.

3.2. Ensure adherence of all inputs required in terms of quality and quantities.

3.3. Prompt delivery/availability of inputs required in order to avoid missing the timelines related to crop seasonal requirements.

3.4. All animal feed and fodder supplied to the Department for beneficiaries must be compliant with the requirements of the Fertilizers, Farm Feeds, Seeds and Stock Remedies Act 36 of 1947.

3.5. Only certified animal feed and fodder shall be accepted. Proof of certification must be provided where applicable when quotations are invited and/or upon delivery.

3.6. The specifications of all required animal feed and fodder that will be purchased from suppliers on this panel are indicated in table below:

Table 1: Specifications for Complete Animal Feed

• **ITEM**	• **ITEM SPECIFICATION**
• **Complete feeds**	• Complete ruminant feed
	• Semi complete ruminant feed
	• Broiler starter
	• Broiler grower
	• Broiler finisher
	• Laying mash
	• Chicken feed mix
	• Pig starter
	• Pig grower
	• Pig finisher
	• Boer and sow meal
	• Sheep and goat pellets
	• Dairy meal

Table 2: Specifications for fodder

• **ITEM**	• **ITEM SPECIFICATION**
• **Fodder**	• Yellow maize feed grade
	• Lucerne hay (Square and round bales)

	• Grass hay (Square and round bales)

Please select the commodity and district **(not more than two)** of your interest in the table below:

Table 3: Breakdown of districts and commodities for the items listed above

DISTRICT	COMODITY	Select (Mark with an X)
Alfred Nzo	Complete feed	
	Fodder	
Amathole	Complete feed	
	Fodder	
Chris Hani	Complete feed	
	Fodder	
Joe Gqabi	Complete feed	
	Fodder	
OR Tambo	Complete feed	
	Fodder	
Sarah Baartman	Complete feed	
	Fodder	

4. COMPETENCY OF THE SERVICE PROVIDER

4.1. For evaluation processes the department will apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.

4.2. The service provider must have an understanding of the agricultural sector with specific reference to the agricultural production inputs and production seasons within the Province.

4.3. The potential service provider will have to demonstrate a financial ability, which will not compromise timeous delivery of the required inputs and quantities.

4.4. A service provider will be required to submit a company profile that highlights capabilities/ability/experience for the required service and company financial capacity.

6. PROJECT MANAGEMENT

a. It will be expected from the service provider to commence with the work within two weeks (fourteen (14) days) of appointment. If there is a delay, reasons should be provided and agreed upon by both parties.

b. The service provider will submit comprehensive delivery schedule for each expected delivery within seven (7) days after receiving a Government Purchase Order

c. The relevant Departmental Official will confirm quantities per delivery point to the Service provider three (3) days after receipt of a Government Purchase Order.

d. Relevant official in the department within seven (7) days must approve this comprehensive delivery schedule.

e. In cases of emergency, the timeframes mentioned above do not apply. Timeframes will be determined and communicated during the procurement stage.

7. TERMS AND CONDITIONS

a. No late or incomplete responses will be accepted.
b. Suppliers must ensure that no services are rendered or goods delivered without written confirmation from DRDAR.
c. Only bidders who are registered on CSD as service providers or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids, however bidders must compete the CSD application online, prior the closing date (www.csd.gov.za is the website). It is the responsibility of bidders to ensure that this requirement is complied with. Kindly note that you need to have a working email address and working cell phone.
d. Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate documents are therefore no longer needed to be attached in the bid.
e. Bidders must be registered and active on LOGIS
f. All prices must be firm prices and VAT inclusive.
g. The awarding of bid will be subject to the Service Provider's express acceptance of the Supply Chain Management general contract conditions;

8. SPECIAL CONDITIONS

- **Bidders responding to this bid MUST be registered on CSD commodity (Industrial Classification/ Main Group – Agriculture, Forestry and Fishing).**
- **The above mentioned industrial classification MUST have share of annual turnover above 40%.**

9. EVALUATION METHODOLOGY

The evaluation of the bids will be done in a two-stage process. Bidders who do not meet the Stage 1 {(Administrative Compliance Requirements (completion or attachment of Compulsory documents)}, of the evaluation shall not be considered for Stage 2 evaluation (Price and B-BBEE).

Stage 1 (Administrative compliance and Functionality)

Part A: Administrative Compliance Documents

- The standard bid documentation has been completed comprehensively and correctly and submission of listed returnable documents
- The Invitation to Bid (ECBD1) must be completed and signed
- Pricing Schedule must be completed.
- Bidder's Disclosure (SBD 4).

- In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.

- Project Bid submission (with evidence of technical ability to deliver, i.e. past experience, proof of orders fulfilled in the past 3 years and evidence of concurrent supply & delivery to multiple clients within one planting season);
- Submission of Valid CSD Report downloaded before the date of bid closure;

Bids that do not comply with the above administrative compliance criteria, and or fail to adhere to the requirements may be disqualified and will not be considered for evaluation on functionality criteria.

Part B: Technical/ Functionality Evaluation (75%) threshold

The first stage will be the evaluation of bids on functionality **and during this stage bids that do not meet the minimum threshold of 75% on the functionality score will be disqualified, and will not be considered for the second stage of evaluation i.e. price and preference points**

The Functionality Evaluation will be conducted by the members of the Bid Evaluation Committee in accordance with the below functionality criteria and values in line the 2017 PPPFA Regulations.

Technical Evaluation 100 Points

NO	EVALUATION MATRIX	DESCRIPTION	SCORE	MEANS OF VERIFICATION
1.	***Relevant Experience***	*Bidders to provide previous experience in supply and delivery of Agricultural Input Supplies* *(**5** points per relevant project up to a maximum of 7 projects)*	**35**	• *Support your track record with tangible evidence e.g. Appointment letters, Purchase Orders with contract values.* • *Traceable Reference letters from authorized / delegated officials where similar work was undertaken.*
2.	***Financial Capacity***	*Total Credit Facility (with financial institution and/or supplier or manufacture of fertilizer) to tune of **R5 million annually*** *OR* *Proof of purchase orders / Proof from the supplier/manufacturer/ department to value of **R5 million** annually will enable a bidder to score maximum points of 5 points per contract* *Between R1 Million - R2 Million = 5 points* *R2 million – R3 Million = 15 points*	30	**In case of Credit Facility** • *Evidence of credit facility* with *Registered Financial Institution (E.g. Letter for Intent) Or* • *Evidence of access to any legal funding instrument.* **In case of Orders:** *For each project provide the following:* • *Description of service provided.*

NO	EVALUATION MATRIX	DESCRIPTION	SCORE	MEANS OF VERIFICATION
		R3 Million – R4 Million = 20 points *R4 Million – R5 Million = 25 points* *Above R5 million = 30 points*		• *Project cost and duration* • *Proof of orders issued for each project* • *Reference letter for each project*
3.	***Logistics***	*Documentary proof of access to a bulk transportation facility and supplier/manufacturer agreement.* • *Supplier agreement and own transport and = 20 points* • *Supplier agreement and leased transport and = 15 points* • *No proof of transport with supplier agreement = 5 points*	**20**	• *Letter of commitment from fleet company or Confirmation from transport company or distribution agent.* • *For own transport bidder must supply proof thereof.* • *Signed Supplier/Manufacturer Agreement*
4.	***Locality***	• *Operating business within District bidding to supply = 15* • *Operating business within the EC =10* • *Operating business within South Africa = 2*	**15**	*Proof of Physical address as stated in the Centralised Supplier Database (CSD)* • *Municipality Bills,* • *Business Letters,* • *Lease Agreement,* • *Letter from the Municipal Authority,* *(Not Older than 3 Months)*
TOTAL		**100**		
Minimum threshold *Note: Bidders scoring less than 75% based technical evaluation would not be considered for the next stage of the evaluation.*				

Stage 2

Price and Specific goals

- Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
Total for price	**80**

Specific goals	20
Preference points promoted:	
EME or QSE which is at least 51% owned by **Black people.**	10
Located in the Amathole District Municipality.	2
EME or QSE which is at least 51% owned by **Women.**	4
EME or QSE which is at least 51% owned by **Youth (up to 35 years of age).**	2
EME or QSE which at least 51% owned by people with **Disability.**	2
Total points	**20**

Please Note: The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)*(f)* of the PPPFA Act, the contract must be awarded to the tenderer scoring the highest points.

MEANS OF VERIFICATION FOR POINTS CLAIMED

The listed documents below must be submitted in order to validate points claimed:

- **ID Copy**
- **CIPC (Company registration) and CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)**
- For disability –
  - **Medical certificate**
  - **SASSA registration or confirmation of disability from a relevant authority**
- For locality –
  - **Municipal rates account OR**
  - **Letter from councilor confirming residence OR Lease Agreement**

10. PROCUREMENT FROM THE PANEL

10.1 The approach that will be adopted by the department when procuring from the panels will be as follows:

10.1.1 Requirement will be determined per District

10.1.2 Specifications and request for quotation documents will be prepared.

10.1.3 Quotations will then be invited, evaluated (Price and B-BBEE), and awarded accordingly, however,

10.1.3.1 The Department may, for each quotation invited from the panel, identify and define an objective criterion to be applied.

10.1.3.2 The objective criteria mentioned above will allow the department to only consider and award quotations to service providers who comply with these criteria.

10.1.3.3 In exceptional circumstances, the department may award quotations without objective criteria. Exceptional circumstances must therefore be identified, documented and approved by the Accounting Officer.

10.1.4 Purchase Orders will thereafter be issued.

10.1.5 In cases of emergency a process stipulated in the SCM Manual and will be utilised.

11. APPLICATION PROCESS

Applications must be delivered to the following office:

OFFICE	PHYSICAL ADDRESS	PLACE

DELIVERY DETAILS

Delivery Address: **As per table 3 above**

Contact Person**:** **Dr MM Mbangcolo**

Contact numbers: **043 683 5457 / 079 528 4347**

This serves to verify and confirm that as **Specification Committee** the specification has been drafted and processed and thus certified correct.

Name : Mr TP Boko

Capacity : Chairperson : Bid Specification Committee: Crop and Animal Production

Directorate: Food Security & Policy Development

Signature :

Date : 17/03/2024

BID DISQUALIFYING FACTORS

All bids received shall be evaluated on the following:

1. Only bids that meet all of the stipulated **Prequalification Criteria** shall be considered:

2. Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

2.1 A signed letter from a Manufacturer confirming firm supply arrangements as per Clause 13 of the Special Terms and Conditions must be attached to the bid.

3. Correctness of information:

3.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

3.2 Use of correction fluid is prohibited.

3.3 Any alterations must be initialled.

3.4 Under no circumstances may bid forms be retyped or redrafted.

4. Compulsory administrative compliance requirements that must be submitted with the bid:

4.1 Central Suppliers Database registration number with relevant commodity complying to the special conditions;

4.2 A certified copy of a valid BBBEE certificate or valid sworn affidavit;

4.3 Documentary proof of bidder being an EME or QSE;

NB. The Department reserves the right to verify all information submitted.
Non-compliance with the above shall result in elimination from further processes.

5. To enable scoring on functionality, the following must be submitted:

5.1 *Support your track record with tangible evidence e.g. Appointment letters, Purchase Orders with contract values and / or Traceable Reference letters from authorized / delegated officials where similar work was undertaken.*;

5.2 Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument; **In case of Orders:** *For each project provide the following: Description of service provided, Project cost and duration, Proof of orders issued for each project and Reference letter for each project*

5.3 *Letter of commitment from fleet company or Confirmation from transport company or distribution agent. For own transport bidder must supply proof thereof* ***AND*** *Signed Supplier/Manufacturer Agreement*);

5.4 *Proof of Physical address as stated in the Centralised Supplier Database (CSD) in a form of the Municipality Bills or Business Letters or Lease Agreement or Letter from the Municipal Authority, (Not Older than 3 Months)*

NB. Non-submission of any of the above documents shall result in inability to score functionality points which will result in elimination.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.

Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

SPECIAL TERMS AND CONDITIONS

INTRODUCTION

a) **Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.**

b) **Only tenderers that fully meet the prequalification criteria shall be considered.**

1. ACCEPTANCE OF BID

a. The Department of Rural Development and Agrarian Reform Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

2.1. 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 Department of Agriculture and Rural Development Bid Adjudication Committee approval.

3. AWARD

3.1. The awarding of this bid is not dependent on the factors of prices and preference points as the bid is for an appointment of a panel. Bidders who meet the prequalification and administrative compliance will be scored on functionality and only bidders with a minimum score of 75 will be accepted.

3.2. To ensure equitable distribution of potential opportunities arising from the panels, qualifying service providers will be restricted to participate in **not more than two (2) of the six (6) districts**. Therefore, service providers must indicate their preferred two districts out of the six districts as outlined in Table 5. Where a service provider does not indicate their preference, they will be disqualified.

3.3. In the event that the department is unable to establish a panel for a particular district (for whatever reason), the department reserves the right to utilize panels from other districts prior approval from the Accounting Officer.

4. BASIS AND QUANTITIES

4.1. Quantities are not reflected on the bid as they will only be determined and reflected during the quotation stage.

5. BBBEE CERTIFICATE / SWORN AFFIDAVIT

5.1. A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid for pre-qualification purposes and for claiming BBBEE points.

5.2. All BBBEE certificates issued by IRBA, Accountants and Accounting Officers are no longer valid certification and will no longer be considered.

6. CHANGE OF ADDRESS

6.1. Bidders must advise the Department of Rural Development and Agrarian reform - Supply Chain Management, Contract Administration should their ownership or address *(domicilium citandi et executandi)* details change from the time of bidding to the expiry of the contract.

7. COUNTER OFFERS

7.1. Counter offers will not be considered.

8. DELIVERY AND PACKAGING

8.1. Basis of delivery: Delivery of goods shall be made as directed by the Department.

8.2. All deliveries must take place from Monday to Friday between 08h00 and 15h00.

8.3. In emergency cases, the Department of Rural Development and Agrarian Reform reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.

8.4. The delivery performance of a contractor will be closely monitored and any subsequent orders will only be issued to the contractor that has proved to be competent with their delivery performance.

8.5. Inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.

8.6. All packaging and labelling must comply with Act 36 of 1947.

9. DELIVERY CONDITIONS

9.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.

9.2. All deliveries must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

9.3. All delivery notes that will be accompanying the Invoice must be signed by the beneficiary representative and government official.

9.4. In respect of items awarded to them, bidder must adhere strictly to the delivery schedule submitted with the quotation.

9.5. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

9.6. All invoices submitted must be original.

9.7. Deliveries not complying with the specifications and order form will be returned to the contractor at the contractor's expense.

9.8. No locally manufactured product may be substituted during the contract period with an imported product.

10. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT)

20.1 The bidder must furnish the following details of all past and current contracts within the last ten (10) years.
(i) Date of commencement of contract/s;

(ii) Value per contract; and

(iii) Contract details. That is, with whom held, phone number and address/s of the companies.

11. CONFIRMATION OF SUPPLY

11.1. In the event of the panellist/input supplier not being the actual manufacturer of the Agricultural inputs and will be sourcing from a manufacturer, the panellist / supplier must submit complete supplier agreement in the Bid Document or a letter from that manufacturer confirming firm supply arrangement(s) including lead times and all certificates as stipulated in these Special Terms and Conditions.

11.2. Failure to comply with the stated requirements will result in disqualification during the quotation process.

11.3. When calling for quotations from the panels, the department reserves the right to also prescribe a prequalification criterion for manufacturers from whom the panellists/suppliers will be sourcing the agricultural inputs.

12. IRREGULARITIES

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

13. PAYMENT FOR SUPPLIES AND SERVICES

13.1. A service provider shall be paid by the Department in accordance with supplies delivered and services rendered.

13.2. Should a service provider indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.

13.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol will apply if accounts are queried:

13.3.1. Contact must be made with the District Director;

13.3.2. If there is no response from the District Director, the Chief Director: Financial Management must be contacted.

13.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements will affect payment.

14. PERIOD OF CONTRACT

14.1. The contract will run for a period of **36 months**.

14.2. All qualifying suppliers will enter into a Service Level Agreement (SLA) with the Department prior to receiving an order to do specific work.

14.3. The Department will have the discretion to add service providers to the database through open advertising in at least a print media.

14.4. The Department has the discretion to remove service providers who have provided Sub-standard supplies or who have not kept to reasonable deadlines for service delivery.

COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

<u>All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated</u>

PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on ....]...............................……..

Mr. /Ms ...., whose signature appears below, has been duly authorized

to sign all documents in connection with the Bid for **FAN8-24/25-0003**
and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals) ....……..……..

....…..............……..

SIGNED ON BEHALF OF THE COMPANY: ....……………

IN HIS/HER CAPACITY AS: ....……………

DATE: ....……………..

SIGNATURE OF SIGNATORY: ……..…….

WITNESSES: 1. ……...

2. ....………

PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . Name …….. Designation
		Signature. . . . . Name …….. Designation
		Signature. . . . . Name …….. Designation
		Signature. . . . . Name …….. Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)						
BID NUMBER:	**FAN8-24/25-0003**	**CLOSING DATE:**	**12 JULY 2024**	**CLOSING TIME:**	**11:00**	
DESCRIPTION	**Expression of Interest (EOI) to establish framework agreements for inputs (animal feed and fodder) for a period of thirty six (36) months.**					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*						
OFFICE No- 45						
FIRST FLOOR						
INDWE BUILDING						
BISHO						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms.A.Jakavula**	CONTACT PERSON	**Dr Mbangcolo**
TELEPHONE NUMBER		TELEPHONE NUMBER	079 528 4347/ 043 683 5457
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Axolile.Jakavula@drdar.gov.za**	E-MAIL ADDRESS	**Mongezi.Mbangcolo@drdar.gov.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
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2** ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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: ……………………………

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

POPI - CONSENT FORM

Contractor/Service Provider/Supplier:	
Bid/Quotation No.:	
Project Description:	
Duration of Contract:	
Contract Value:	

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the Department of Rural Development and Agrarian Reform (DRDAR)and consent is effective immediately and will remain effective until such consent is withdrawn.

1. I …………………………… a natural person "herein referred to as the Data Subject" with ID No…………………………… hereby give my consent to the DRDAR "herein referred to as the Responsible Party" to collect, process and distribute my personal information where DRDAR is legally required to do so.

2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DRDAR sharing my personal information strictly for reporting purposes.

4. I understand that, should I refuse to provide DRDAR with the required consent and/ or information, the DRDAR will be unable to assist me.

5. I declare that all my personal information supplied to DRDAR is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DRDAR of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at.. On this .... day of ....20…

…...

Signature of data subject/ designated person

…………………………………………………..	**……………………….**	**………………..**
Name & Surname/Departmental Responsible Party	**Signature**	**Date**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

[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.

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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 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

[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.

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

Suppliers and Service Providers are to provide references to confirm pervious goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

EMPLOYER (NAME & TEL NO)	CONTACT PERSON (NAME & TEL NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLET

SIGNED ON BEHALF OF THE BIDDER: ……………………………………………………………………………

AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……….……………………………. in accordance with the requirements and specifications stipulated in bid number……….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……………………………

CAPACITY ……………………………………

SIGNATURE ……………………………………

NAME OF FIRM ……………………………

DATE ………………………………………..

WITNESSES

1 …….……………

2. ……………………

CONTRACT FORM - PURCHASE OF GOODS/WORKS

3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I…………………………………………. in my capacity as…………………………………………………..….. accept your bid under reference number ………………dated………………………for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

5. An official order indicating delivery instructions is forthcoming.

6. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

7. ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	8. BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………….

SIGNATURE …………………………………….

OFFICIAL STAMP

WITNESSES

1. ………………………….

2. ……………………