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*Better District, Better Life and Growth for all.*

[www.anda.org.za](http://www.anda.org.za)



Alfred Nzo Development Agency SOC Ltd  
Reg nr: 2008/009093/30

## **TENDER DOCUMENT**

**BID NO: ANDA 02/2016/2017**

## **PROVISION OF NEW VENTURE CREATION**

**ANDA seeks:**

Alfred Nzo Development Agency invites all interested experienced and qualified service providers for the Provision of New Venture Creation opportunities for 250 Learners period of 12 months.

**CLOSING DATE: 16 March 2017**

**CLOSING TIME: 12H00 AM**

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**LIST OF ACRONYMS**

AG Auditor General

CPIX Consumer Price Index

CV Curriculum Vitae

ANDA Alfred Nzo Development Agency

HDI Historical Disadvantaged Individual

MEC Member of the Executive Council

OCD2 Operating Commencement Date 2

P.a. Per annum

PFMA Public Finance Management Act

PPPFA Preferential Procurement Policy Framework Act

PSP Professional Service Provider

RFP Request for Proposal

SARS South African Revenue Service

MBD Municipal Bidding Document

SCM Supply Chain Management

SMME Small, Medium and Micro Enterprise

SP Service Provider

TA Technical Assistance

TOR Specification as provided in RFP Part B (terms of reference)

**DEFINITIONS**

In this Request for Proposal, unless a contrary intention is apparent:

**Business Day** means a day which is not a Saturday, Sunday or public holiday.

**Bid** means a written offer in a prescribed or stipulated form lodged by a Bidder in response to an Invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in RFP Part B.

**Closing Time** means the time, specified as such under the clause "Indicative Timetable" of this RFP Part A, by which Tenders must be received.

**Evaluation Criteria** means the criteria set out under the clause "Evaluation Criteria Format" of this RFP Part A.

**Intellectual Property Rights** includes copyright and neighboring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Member** means an employee of ANDA.

**Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between ANDA and the successful Bidder.

**Request for Proposal** or **RFP** means this document (comprising each of the parts identified under RFP Part A, Part B and Part C) including all annexure and any other documents so designated by ANDA.

**Services** means the services required by ANDA, as specified in this RFP Part B.

**Specification** means any specification or description of ANDA's requirements contained in this RFP Part B.

**State** means the Republic of South Africa.

**Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

**Bidder** means a person or organization that submits a Bid.

**Tendering Process** means the process commenced by the issuing of this Request for Proposal and concluding upon formal announcement by ANDA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

**Website** means the website administered by an ANDM and ANDA located at

[www.andm.gov.za/](http://www.andm.gov.za/) [www.anda.org.za](http://www.anda.org.za)

## **INTERPRETATIONS**

In this RFP, unless expressly provided otherwise:

A reference to:

- (a) "includes" or "including" means includes or including without limitation; and
- (b) "R" or "Rands" is a reference to the lawful currency of the Republic of South Africa.

## RFP: PART A

### INTRODUCTION

1. Alfred Nzo Development Agency (ANDA) is a municipality entity of the Alfred Nzo District Municipality established in terms of the MFMA' s84. The Agency (ANDA) is mandated to carry out the promotion and implementation of local economic development initiatives and investments and trade promotion on behalf of the District Municipality
2. ANDA is inviting responses to this Request for Proposal (Bid No: ANDA 02/2016/2017) in order to appoint a suitably qualified and experienced service provider to provide Provision of New Venture Creation to 250 learners as specified PART B – Specification.
3. The appointment of a successful service provider is subject to the conclusion of a service level agreement between ANDA and the service provider.

### RFP OBJECTIVES

4. Alfred Nzo Development Agency invites suitably qualified and competent service providers to respond to a tender invitation for Provision of New Venture Creation for the period of 12 months.

### PROJECT TIMETABLE

| ACTIVITY              | DATE          |          |
|-----------------------|---------------|----------|
| Closing Date and Time | 16 March 2017 | 12H00 AM |



## SUBMISSION OF TENDERS

### Hardcopy Submission

|   |  |
|---|--|
| Physical Address of Tender Box                        | Erf 1400 Ntsizwa Street, Umzimvubu Goats Complex, Mount Ayliff                           |
| Hours of access to Tender Box                         | 8:30 to 16:30 Monday to Thursday Friday 15:15  |
| Information to be marked on package containing Tender | Alfred Nzo Development Agency<br>SCM Unit<br>Bid No: ANDA 02/2016/2017<br>Name of Bidder |

5. **NB!!** Bidders are to provide one (1) original and one (1) hard copies of the Bidders Response (Bid).

## RULES GOVERNING THIS RFP AND THE TENDERING

### PROCESS APPLICATION OF RULES

6. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.
7. All persons (whether or not a Participant in this tender process) having obtained or received this RFP may only use it, and the information contained therein, in compliance with the rules contained in this RFP Part A.
8. All Bidders are deemed to accept the rules contained in this RFP Part A.
9. The rules contained in this RFP Part A apply to:
  - a. The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - b. the Tendering Process; and
  - c. any communications ( meetings and negotiations) relating to the RFP or the Tendering Process.

## REQUEST FOR PROPOSAL

## **STATUS OF REQUEST FOR PROPOSAL**

10. This RFP is an invitation for service provider/s to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP Part B. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.
11. No binding contract or other understanding for the supply of the Services will exist between ANDA and any Bidder unless and until the Agency has executed a formal written contract with the successful Bidder.

## **ACCURACY OF REQUEST FOR PROPOSAL**

12. Whilst all due care has been taken in connection with the preparation of this RFP, ANDA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. ANDA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
13. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by ANDA (other than minor clerical matters), the Bidder must promptly notify the Agency in writing of such discrepancy, ambiguity, error or inconsistency in order to afford ANDA an opportunity to consider what corrective action is necessary (if any).
14. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by ANDA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

## **ADDITIONS AND AMENDMENTS TO THE RFP**

15. ANDA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. ANDA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
16. If ANDA exercises its right to change information in terms of clause 22, it may seek amended Tenders from all Bidders.

## **REPRESENTATIONS**

17. No representations made by or on behalf of ANDA in relation to this RFP will be binding on ANDA unless that representation is expressly incorporated into the contract ultimately entered into between ANDA and the successful Bidder.

## **CONFIDENTIALITY**

18. All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

## **COMMUNICATIONS DURING THE TENDERING PROCESS**

### **REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

19. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to the Supply Chain Management Unit via email to: [scm@anda.org.za](mailto:scm@anda.org.za)
20. Any communication by a Bidder to ANDA will be effective upon receipt by the SCM Unit (provided such communication is in the required format).
21. ANDA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
22. Except where ANDA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by email, as well as on ANDA's website without identifying the person or organisation which submitted the question.
23. In all other instances, ANDA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the SCM Unit).
24. A Bidder may, by notifying the SCM Unit in writing, withdraw a question submitted in accordance with clause 30, in circumstances where the Bidder does not wish ANDA to publish its response to the question to all Bidders.

### **UNAUTHORISED COMMUNICATIONS**

25. Communications (including promotional or advertising activities) with staff of ANDA or advisors assisting with the Tendering Process are not permitted during the Tendering. Nothing in this clause 23 is intended to prevent communications with staff of, or advisors of ANDA to the extent that such communications do not relate to this RFP or the Tendering Process.
26. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

### **IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

27. Bidders may not seek or obtain the assistance of employees, contractors or advisor's of ANDA in the preparation of their tender responses.
28. ANDA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
29. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

### **ANTI COMPETITIVE CONDUCT**

30. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
  - a. The preparation or lodgement of their Tender
  - b. the evaluation and clarification of their Tender; and
  - c. the conduct of negotiations with ANDA.
31. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to ANDA or any other Bidder or any other person or organisation.
32. In addition to any other remedies available to it under law or contract, ANDA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during the entire Tendering Process.

### **COMPLAINTS ABOUT THE TENDERING PROCESS**

33. Any complaint about the RFP or the Tendering Process must be submitted to the SCM Unit in writing, (preferably by email), immediately upon the cause of the complaint arising or becoming known to the Bidder.
34. The written complaint must set out:
  - a. The basis for the complaint, specifying the issues involved;
  - b. how the subject of the complaint affect the organisation or person making the complaint;
  - c. any relevant background information; and
  - d. the outcome desired by the person or organisation making the complaint.
35. If the matter relates to the conduct of an official, employee or advisor of ANDA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of ANDA, and delivered to the physical address of ANDA, as notified.

### **CONFLICT OF INTEREST**

36. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of ANDA and/or the Alfred Nzo District Municipality and the Bidders interests during the Tender Process.
37. The Bidders Response in this RFP Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.
38. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify ANDA immediately in writing of that conflict.

39. ANDA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify ANDA of the conflict as required.

**LATE TENDERS**

40. Tenders must be lodged by the Closing Time. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
41. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration.
42. The determination of ANDA as to the actual time that a Tender is lodged is final. Subject to clause 49, all Tenders lodged in the Tender Box after the Closing Time will be recorded by ANDA and will only be opened for the purposes of identifying a business name and address of the Bidder. ANDA will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

**TENDER DOCUMENTS****BIDDERS RESPONSIBILITIES**

43. Bidders are responsible for:
- a. Examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by ANDA to Bidders in connection with this RFP;
  - b. fully informing themselves in relation to all matters arising from this RFP, including all matters regarding ANDA's requirements for the provision of the Services;
  - c. ensuring that their Tenders are accurate and complete;
  - d. making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
  - e. ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette;
  - f. submitting an Original Valid Tax Clearance Certificate; and Failure to provide the required information could result in disqualification of the bidder.

## PREPARATION OF TENDERS

44. Bidders must ensure that:

- a. Their Tender is submitted in the required format as stipulated in this RFP Part C; and
- b. all the required information fields in RFP Part C are completed in full and contain the information requested by ANDA.

*Note to Bidders: ANDA may in its absolute discretion reject a Tender that does not include the information requested.*

45. Unnecessarily elaborate responses or other presentations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

## ILLEGIBLE CONTENT, ALTERATION AND ERASURES

46. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.

47. ANDA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

48. ANDA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

## OBLIGATION TO NOTIFY ERRORS

49. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

## RESPONSIBILITY FOR TENDERING COSTS

50. The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. ANDA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Tender.

51. ANDA is not liable to the Bidder for any costs on the basis of any contractual, or promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

- a. The Bidder is not engaged to perform under any contract; or
- b. ANDA exercises any right under this RFP or at law.



## DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

52. All Tenders received by ANDA will be treated as confidential. ANDA will not disclose any Tender contents and Tender information, except:
- As required by law;
  - for the purpose of investigations by other government authorities having relevant jurisdiction;
  - to external consultants and advisors of ANDA engaged to assist with the Tendering Process; or
  - for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## USE OF TENDERS

53. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of ANDA. Bidders will retain all ownership rights in any intellectual property contained in the Tender.
54. Each Bidder, by submission of their Tender, is deemed to have licensed ANDA to reproduce the whole, or any portion, of their Tender for the purposes of enabling ANDA to evaluate the Tender.
55. Further, in submitting a Tender, the Bidder accepts that ANDA shall, in accordance with the requirements of Treasury Regulation No. 16A.6.3(d) and the National Treasury Instruction Note on *Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management*, publish (on the internet or otherwise):
- The names of all Bidders that submitted bids in relation to this RFP within 10 (Ten) working days after the closing date of this RFP, if the bid is above the threshold value of R500 000; and
  - on award of the bid, the name of the successful Bidder, the contract price, B-BBEE level of contribution status, the contract number and description of the contract awarded.

## PERIOD OF VALIDITY

56. All Tenders received must remain valid and open for acceptance for a minimum of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between ANDA and the Bidders.

## STATUS OF TENDER

57. Each Tender constitutes an irrevocable offer by the Bidder to ANDA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.



58. A Tender must not be conditional on:
  - a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
  - b. the Bidder conducting due diligence or any other form of enquiry or investigation;
  - c. the Bidder (or any other party) obtaining any regulatory approval or consent the Bidder obtaining the consent or approval of any third party; or
  - d. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
59. ANDA may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
60. ANDA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

## **TENDER RESPONSE**

### **COMPLIANCE WITH SPECIFICATION**

61. Under Part C of this RFP, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFP Part B.
62. In particular, Bidders must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such noncompliance) must be stated in the space provided in the tabulated statement.
63. No response is required in respect of a particular section of the Specification where Bidders will comply with the Specification. Only sections that Bidders have not complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
64. The ANDA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders.
65. However, Bidders should note that significant or substantive variations or departures from the Specifications will not be viewed favorably unless the Bidder is able to clearly demonstrate to the satisfaction of ANDA the necessity for such variations or departures.

*Note to Bidders: ANDA will assume that a Bidders Response complies in all relevant respects with the Specification unless the Bidder states otherwise. Failure to notify ANDA of any non-compliance may result in a Bidders Response being disregarded.*

66. For the purposes of clauses 70,71 and 72:
  - **Yes/Complies** means that in all respects the Bidders Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.
  - **Will comply subject to conditions** means that the specified outputs, characteristics or performance standards can only be met by the Bidder subject to certain conditions.
  - **No/Will not comply** means that the specified outputs, characteristics or performance standards is not met by the Bidders Response.

## GENERAL

67. Indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable.
68. Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the no acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in a general statement of the Bidders usual operating conditions.
69. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

## ALTERNATIVE TENDER

70. A Bidder may submit an alternative proposal. An alternative proposal will only be accepted if:
  - a. The Bidder also provides a conforming Bidders Response; and
  - b. The alternative proposal is clearly identified as an "Alternative Tender".
71. An Alternative Tender may:
  - a. Not comply with the Specifications for the relevant Services due to inherent design or capability in the operation of the Services; or
  - b. Provide the Services in a manner different to that specified in this RFP Part B.

## INNOVATIVE SOLUTIONS

72. Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to ANDA's ability to carry out its operations in a more cost-effective manner.
73. These options or solutions may be related to:
  - a. The outputs, functional, performance and technical aspects of the requirement; or
  - b. Opportunities for more advantageous commercial arrangements.
74. Any such options or solutions will be considered by ANDA on a "commercial in confidence" basis if so requested by the Bidder.
75. Where a Bidder submits an offer which meets the requirements of this RFP in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable ANDA to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous. ANDA reserves the right to consider such offers on their merits or not to consider them at all.

## **CONTRACT DISCLOSURE REQUIREMENTS**

### **DISCLOSURE OF INFORMATION**

76. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with "Use of Tenders").
77. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

### **TRADE SECRETS**

78. In considering whether specific information should be categorised as a trade secret, Bidders' should assess:
  - a. The extent to which it is known outside of the Bidders business;
  - b. the extent to which it is known by the persons engaged in the Bidders business;
  - c. any measures taken to guard its secrecy;
  - d. its value to the Bidders business and to any competitors;
  - e. the amount of money and effort invested in developing the information; and
  - f. the ease or difficulty with which others may acquire or develop this information.

### **UNREASONABLE DISADVANTAGE**

79. In determining whether disclosure of specific information will expose a Bidders business unreasonably to disadvantage, the following should be considered:
    - a. Whether the information is generally available to competitors; and
    - b. Whether it could be disclosed without causing substantial harm to the competitive position of the business.
- ANDA will consider these applications in the Tender evaluation and negotiations (if any) with Bidders.

## EVALUATION OF TENDERS

### EVALUATION PROCESS

80. Following the Closing Time, ANDA intends to evaluate the Tenders received. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
81. Without limiting ANDA's rights in the RFP, ANDA may at any time during the Tendering Process choose to:
  - a. Shortlist one or more Bidders;
  - b. and accept one or more of the Tenders.
82. Unless the Evaluation Criteria explicitly require, ANDA may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
83. Should ANDA choose to include a short listing stage in its evaluation process, ANDA is not, at any time, required to notify Bidders or any other person or organisation interested in submitting a Tender.
84. A Bidders Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by ANDA. The commencement of negotiations by ANDA with one or more other Bidders is not to be taken as an indication that any particular Bidders Response has not been successful.

### EVALUATION CRITERIA FORMAT

85. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
86. In evaluating Bidders Responses, ANDA will have regard to:
  - a. Specific evaluation criteria identified in the list below;
  - b. the overall value for money proposition presented in the Bidders Response; and
  - c. particular weighting assigned to any or all of the evaluation criteria specified below.
87. For the purposes of this RFP clause 98, 'value for money' is a measurement of financial and non-financial factors, including:
  - a. Quality levels; and
  - b. performance standards.
88. Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between ANDA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.
89. Administrative compliance will be determined in accordance with the conditions listed in this RFP.
90. The evaluation criteria will be in line with the PPPFA, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations 2011.

91. Evaluation will be based on a point system and two-stage evaluation process. As a pre-requisite, a bid must meet the minimum threshold of the functionality evaluation criteria to be declared responsive and qualify to the next evaluation stage.
92. The value of this bid is estimated to be above R 1,000,000 over 3 years and therefore the 90/10 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

| <b>Evaluation element</b>          | <b>Weighting</b> | <b>Threshold Score</b> |
|------------------------------------|------------------|------------------------|
| Technical proposal (Functionality) | 100              | 70 Points              |

| <b>Evaluation element</b> | <b>Weighting</b> | <b>Threshold score</b> |
|---------------------------|------------------|------------------------|
| B-BBEE proposal           | 10               | N/A                    |
| Price proposal            | 90               | N/A                    |
| <b>Total</b>              | <b>100</b>       |                        |

#### **FUNCTIONALITY EVALUATION**

93. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below

| <b>Evaluation criteria for functionality</b>  | <b>Weighting</b> |
|---|------------------|
| <ul style="list-style-type: none"> <li>• Capacity and Capability to provide training and facilitation                             <ol style="list-style-type: none"> <li>1. Project leader SAQA Accreditation Certificate NQF level 6                                     <ol style="list-style-type: none"> <li>a. Previous experience   <ul style="list-style-type: none"> <li>5 years and above- points 20</li> <li>3-5 years –points 10</li> <li>1-3 years- points 5</li> <li>0-1 years-points 0</li> </ul> </li> </ol> </li> <li>2. Team Members                                     <ul style="list-style-type: none"> <li>➤ Team Members must be Certified Facilitators with NQF level 4(ETDP-SETA)   <ul style="list-style-type: none"> <li>5years and above-points 20</li> <li>3-5 years –points 10</li> <li>1-3 years- points 5</li> <li>0-1 years- points 0</li> </ul> </li> </ul> </li> </ol> </li> </ul> | <b>40</b>        |
| <ul style="list-style-type: none"> <li>• Methodology for the training and facilitation                             <ul style="list-style-type: none"> <li>➤ Report writing skills – 10 points</li> <li>➤ Presentation skills – 5 points</li> <li>➤ Time Management – 5 points</li> <li>➤ Project and Business Management – 10 points</li> <li>➤ Interpersonal skills – 5 points</li> <li>➤ Leadership management – 5 points</li> </ul> </li> </ul>  | <b>40</b>        |
| <ul style="list-style-type: none"> <li>• Proof of previous work experience in the training and facilitation                             <ul style="list-style-type: none"> <li>➤ 0 – 5 years’ experience – 5 points</li> <li>➤ 5 years and above – 15 points</li> <li>➤ Contactable References – 5 points</li> </ul> </li> </ul>  | <b>20</b>        |
| <b>Total points for functionality</b>   | <b>100</b>       |

A minimum threshold for functionality of seventy (70) points is required.

94. Bidders that do not meet this threshold will automatically be disqualified from further evaluation.

95. Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where a maximum of 90 points are allocated for price and a maximum of 10 points are allocated in respect of the level of B-BBEE contribution of the bidder.

## **PRICE EVALUATION**

96. Price points will be calculated on the service fees as proposed by bidders.

## **B-BBEE EVALUATION**

97. 10 points are allocated. B-BBEE rating certificates are applicable and points allocated in terms of the BBBEE Codes of Good Practice guideline as indicated in the following table. Bidders must submit valid BBBEE Certificates & Statements which will be verified.

| <b>CONTRIBUTOR LEVEL</b> | <b>B-BBEE RECOGNITION LEVEL</b> |
|--------------------------|---------------------------------|
| 1                        | 10                              |
| 2                        | 9                               |
| 3                        | 8                               |
| 4                        | 5                               |
| 5                        | 4                               |
| 6                        | 3                               |
| 7                        | 2                               |
| 8                        | 1                               |
| Non-Compliant            | 0                               |

## **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

98. The preference points claimed by each bidder for attaining the B-BBEE Status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in Annexure E, will be added to the points scored for price, calculated as per the following formula:

$$a. \quad Ps = 90 \left\{ 1 - \frac{(Pt - Pmin)}{Pmin} \right\}$$

## **CLARIFICATION OF TENDERS**

99. ANDA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. ANDA may use such information in interpreting the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of ANDA may render the Tender liable to disqualification.
100. ANDA is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that ANDA considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFP.

## **DISCUSSION WITH BIDDERS**

101. ANDA may elect to engage in detailed discussions with any one or more Bidders, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidders offer.
102. In its absolute discretion, ANDA may invite some or all Bidders to give a presentation to ANDA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.
103. ANDA is under no obligation to undertake discussions with, or to invite any presentations from Bidders
104. In addition to presentations and discussions, ANDA may request some or all Bidders to:
- a. Conduct a site visit, if applicable;
  - b. provide references or additional information; and/or
  - c. make themselves available for panel interviews.

### **BEST AND FINAL OFFERS**

105. Bidders or where the Tendering Process involves a short listing process, shortlisted Bidders may be invited by ANDA to submit a best and final offer in relation to all or certain aspects of their respective Tenders.
106. ANDA is under no obligation to give Bidders the opportunity to submit a best and final offer. If ANDA chooses to give Bidders the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.
107. Notwithstanding the possibility that ANDA may give Bidders the opportunity to submit a best and final offer, Bidders should be aware that ANDA will, in conducting its evaluation of Tenders, rely on all information (including all representations) contained in such Tenders. Bidders are therefore encouraged to submit their best and final offers in the first instance.

### **SUCCESSFUL TENDERS**

#### **NO LEGALLY BINDING CONTRACT**

108. Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and ANDA for the supply of the Services. No legal relationship will exist between ANDA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

#### **PRE-CONTRACTUAL NEGOTIATIONS**

109. ANDA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
110. A Bidder is bound by its Tender and all other documents forming part of the Bidders Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Tender without negotiation.

#### **NO OBLIGATION TO ENTER INTO CONTRACT**

111. ANDA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of ANDA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances ANDA will be free to proceed via any alternative process.
112. ANDA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

### **ADDITIONAL RULES**

113. It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFP Part.



114. A Bidder who does not submit all the information as required by ANDA will be disqualified from the Tendering Process

### **BIDDER WARRANTIES**

115. By submitting a Tender, a Bidder warrants that:
- a. In lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of ANDA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - b. it did not use the improper assistance of ANDA employees or information unlawfully obtained from ANDA in compiling its Tender;
  - c. it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
  - d. it otherwise accepts and will comply with the rules set out in this RFP; and
  - e. it will provide additional information in a timely manner as requested by ANDA to clarify any matters contained in the Tender.

### **ANDA'S RIGHTS**

116. Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, ANDA reserves the right, in its absolute discretion at any time, to:
- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - b. alter the structure and/or the timing of this RFP or the Tendering Process;
  - c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
  - d. terminate the participation of any Bidder or any other person in the Tendering Process;
  - e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
  - f. call for new Tenders;
  - g. reject any Tender received after the Closing Time;
  - h. reject any Tender that does not comply with the requirements of this RFP; or
  - i. consider and accept or reject any alternative tender.

### **GOVERNING LAWS**

117. This RFP and the Tendering Process is governed by the laws applying in the Republic of South Africa.

118. Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.
119. All tenders must be completed using the English language and all costing must be in South African Rands.

**INCONSISTENCY**

120. If there is any inconsistency between any parts of this RFP, a descending order of precedence must be accorded to:
- (a) the conditions of tendering in Part A and Part B of this RFP, and any annexure or attachments;
  - (b) the Bidders response in Part C of this RFP;
  - (c) any other part of this RFP, so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

## PART B

### TENDER SPECIFICATION

#### 1. Project Objectives

The objective of the tender is to find a suitably qualified and experienced service provider to provide Provision of New Venture Creation for the period of 4 months.

#### 2. Requirement

The successful service provider must have the expertise required for training and facilitation services.

#### 3. Scope of Work

##### Background

The SETA has a target of a number of ventures to set and support in 20016/17.

The support is for a number of learners who have undergone training in the New Venture and are to set up and manage their own business ventures to ensure that these ventures are still viable and sustainable for a period longer than 12 months. The SERVICE SETA is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the New Venture Creation. As guided by its mandate the SERVICE SETA is as such an agent of transformation by promoting employment equity and broad-based BEE through skills development. In this context the SERVICE SETA is keen to form sustainable partnerships that will further promote its support for transformation.

##### Purpose

The purpose of this qualification is to provide entrepreneurs and aspiring entrepreneurs in the small, medium and micro enterprise (SMME) sector with the technical, business, managerial and personal skills to create and sustain a business. The qualification is part of the National Qualification Framework and is available to individuals who do not have formal training and are working in, or wish to work in or manage a SMME business. The New Venture Creation Learnership is a 12 month practical and theoretical training programme that allows the learner access to and mobility within the SMME sector. The qualification meets the needs of society by providing the entrepreneur with the skills to improve personal circumstances thereby contributing to the upliftment of the community as a whole. Experience in previous New Venture Creation

projects by the SERVICE SETA has highlighted the importance of having tangible New Venture opportunities available before one can even start putting people through interventions that are intended to train them in New Venture Creation. Starting a New Venture Creation programme without specific opportunities results in people being trained and then left to their own devices without the proper support mechanisms being put in place to support them and this is not acceptable to the SERVICE SETA. Evidence also exists that there is a better success rate where people are trained whilst starting new businesses or are already in business on their own.

The New Venture Creation Learnership is a 12 months practical and theoretical training programme. 70% of the learnership is based on the practical component and 30% on the theoretical component. The formal name of the qualification is, National Certificate: New Venture Creation (SMME) NQF Level 4.

Proposals to participate in this project must therefore clearly demonstrate the ability of the bidder to work in partnership with the SERVICE SETA in ensuring that the beneficiaries of this grant are assisted to start new ventures. This means that at the end of the programmes there must be operating entities which will be in existence 12 months after the withdrawal of the material aid from both parties. The objective of this RFP (Request for Proposal) is to identify organizations that are able and willing to train and support learners in starting new businesses that will have the capacity to be sustainable over a period of 12 months after the completion of the formal New Venture Creation training.

#### **Duration of Contract 12 Months**

### **Service Fees**

The Service Providers must submit their detailed service fee in respect of the following:

| <b>No.</b> | <b>DESCRIPTION</b>                  | <b>AMOUNT (RAND)</b> |
|------------|-------------------------------------|----------------------|
| <b>1</b>   | <b>DATA COLLECTION</b>              |                      |
|            | <b>Rate per official</b>            | R                    |
|            | <b>DOCUMENT FILLING AND CONTROL</b> |                      |
|            | Rate per Official                   | R                    |
|            | <b>PLANNING</b>                     |                      |
|            | Rate per Official                   | R                    |

|  |                            |   |
|--|----------------------------|---|
|  | <b>REVIEW</b>              |   |
|  |                            |   |
|  | Rate per Official          | R |
|  |                            |   |
|  | <b>SUPERVISION</b>         |   |
|  |                            |   |
|  | Rate per Official          | R |
|  |                            |   |
|  | <b>REPORT PREPARATIONS</b> |   |
|  |                            |   |
|  | Rate per Official          | R |
|  |                            |   |
|  | <b>REPORT WRITING</b>      |   |
|  |                            |   |
|  | Rate per Official          | R |
|  |                            |   |

**Escalation: % per annum on Rates \_\_\_\_\_ %**

## 7.1 Contract Duration

The successful applicant will be appointed on a (12 Month contract).

## 8. Monitoring and evaluations

The service provider will hold quarterly meetings with ANDA's recommended officials to discuss issues of mutual concern, review performance and to discuss any improvements for efficiency and effectiveness for the services rendered.

## PART C

### BIDDERS DECLARATION

All responses must be provided within the specified boxes, must comply with the word and page limits imposed and must respond to this RFP Part B in accordance with the Conditions of Tendering in this RFP Part A. All Annexures form part of the Bidders Response and must be completed in full and signed.

| BIDDERS DECLARATION   |  |
|---|--|
| I the undersigned _____ (full name) hereby<br>certify that:   |  |
| <ul style="list-style-type: none"> <li>· I have read, understood and accept the conditions contained in this RFP.</li> <li>· I have supplied all the required information, and all the information submitted as part of the RFP is true and correct.</li> </ul> |  |
| <b>NAME OF THE BIDDER</b>   |  |
| <b>IDENTITY NUMBER</b>  |  |
| <b>POSITION</b>   |  |
| <b>AUTHORISED SIGNATORY</b>   |  |
| <b><i>THE AGENCY WOULD BE UNABLE TO<br/>           RELY ON THE INFORMATION<br/>           PROVIDED BY THE BIDDER IN THE<br/>           DOCUMENT IF THE DECLARATION IS<br/>           NOT SIGNED.</i></b>  |  |

| BIDDERS RESPONSE              |      |  |        |  |
|-------------------------------|------|--|--------|--|
| FULL NAME                     |      |  |        |  |
| POSTAL ADDRESS                |      |  |        |  |
| PHYSICAL ADDRESS              |      |  |        |  |
| ENTITY REGISTRATION NUMBER    |      |  |        |  |
| VAT REGISTRATION NUMBER       |      |  |        |  |
| CONTACT PERSON'S FULL NAME    |      |  |        |  |
| TELEPHONE NUMBER 1            | CODE |  | NUMBER |  |
| TELEPHONE NUMBER 2            | CODE |  | NUMBER |  |
| FACSIMILE NUMBER              | CODE |  | NUMBER |  |
| CELLULAR PHONE NUMBER         |      |  |        |  |
| E-MAIL ADDRESS                |      |  |        |  |
| TAX CLEARANCE CERTIFICATE     | YES  |  | NO     |  |
| FULL NAME OF AUTHORISED AGENT |      |  |        |  |
| TITLE OF AUTHORISED AGENT     |      |  |        |  |
| SIGNATURE OF AUTHORISED AGENT |      |  |        |  |
| DATE OF SIGNATURE             |      |  |        |  |

| CONFLICT OF INTEREST   |                                      |
|--|--------------------------------------|
| Provide details of any interests, relationships or clients which may give rise to a conflict of interest and the area of expertise in which that conflict of interest may arise. | <i>Complete as attached in MBD 4</i> |



**MBD 2****A1. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of 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 Bidders tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub--- contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 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](http://www.sars.gov.za)

**MBD 3.1****PRICING SCHEDULE**

Name of Bidder: ..... Bid No: ANDA 01/2016/2017

Closing Time: 11H00 AM

Closing Date: 15 February 2017

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

Bidders are required to indicate total cost including all applicable fees and taxes.

## PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFP Bid No: ANDA 01/2016/2017 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer a travel management service to ANDA as detailed in Specification section of the REQUEST FOR PROPOSAL document:

| <b>PRICE DECLARATION<br/>(MANDATORY INFORMATION)</b>  |  |
|---|--|
| <p>I the undersigned _____ (full name) hereby<br/>certify that:</p> <ul style="list-style-type: none"> <li>· I have read, understood and unconditionally accept that the conditions contained in above Section of this RFP.</li> <li>· I have supplied all the required information, and all the information submitted as part of the Pricing Section of this RFP is true and correct.</li> </ul> |  |
| <b>NAME OF BIDDER</b>   |  |
| <b>IDENTITY NUMBER</b>  |  |
| <b>POSITION</b>   |  |
| <b>SIGNATURE OF AUTHORISED<br/>SIGNATORY</b>  |  |

**MBD4****DECLARATION OF INTEREST**

Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, 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 authorized 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.

**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, member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

2.7 Are you or any person connected with the bidder? **YES/NO**

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**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous 12 months **YES/NO**

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have **YES/NO**  
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?

2.9.1 If so, furnish particulars.

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

**YES/NO**

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

**3 Full details of director /trustees/members/shareholders.**

| Full Name | Identity Number | Personal Income Tax<br>Reference Number | State Employee<br>Number/ PERSAL<br>Number |
|-----------|-----------------|---|--|
|           |                 |   |  |
|           |                 |   |  |
|           |                 |   |  |
|           |                 |   |  |
|           |                 |   |  |
|           |                 |   |  |
|           |                 |   |  |
|           |                 |   |  |

**DECLARATION**

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

- I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.
- I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVES TO BE FALSE.

|                                      |  |
|--------------------------------------|--|
| NAME OF BIDDER                       |  |
| IDENTITY NUMBER                      |  |
| POSITION                             |  |
| SIGNATURE OF AUTHORISED<br>SIGNATORY |  |

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B- BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

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

-the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and  
the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be above R 1,000,000 (all applicable taxes included) over 4 MONTHS period and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

Price 90 points

BBBEE 10 points

1.4 Bidders with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer or an accredited verification agency.

1.5 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.

1.6 The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.

- 1.7 The B-BEEE status level attained by the bidder shall be used to determine the number of points contemplated in section 5.1 below.
- 1.8 Failure on the part of a bidder to complete 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.
- 1.9. ANDA 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 GMA.

## **2. 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 the 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);
- 2.6 **"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;
- 2.7 **"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;
- 2.8 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state



- 2.9 "EME" means any enterprise with 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.
3. 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 shall 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 shall 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 shall be the one scoring the highest score for functionality; and

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

#### 4. POINTS AWARDED FOR PRICE 4.1

##### THE 90/10 PREFERENCE POINT SYSTEM

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

$$P_s = 90 \frac{1}{P_t} \frac{P_t - P_{min}}{P_t}$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

#### 5. Points awarded for BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:

## 5.2

| <b>BBBEE Status Level of Contributor</b> | <b>Number of points</b> |
|--|-------------------------|
| 1  | 10                      |
| 2  | 9                       |
| 3  | 8                       |
| 4  | 5                       |
| 5  | 4                       |
| 6  | 3                       |
| 7  | 2                       |
| 8  | 1                       |
| Non-compliant contributor                | 0                       |

- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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 subcontract.
- 5.9 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 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).

## 8. 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)

## 9 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

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [Tick where applicable]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the point claimed, based on the BBBEE 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:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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;
- 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 –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements;

(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.

| <b>WITNESSES</b>                  |  |
|-----------------------------------|--|
| NAME OF BIDDER                    |  |
| IDENTITY NUMBER                   |  |
| POSITION                          |  |
| AUTHORISED SIGNATORIES OF BIDDERS |  |
| WITNESS 1                         |  |
| WITNESS 2                         |  |
| DATE                              |  |
| ADDRESS                           |  |

**MBD 7.2****CONTRACT FORM RENDERING OF SERVICES****PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number ..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents,
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidders past SCM practices;
    - Certificate of Independent Bid Determination;
    - 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 services 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 fulfillment 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.

|   |  |
|---|--|
| <b>I confirm that I am duly authorised to sign this contract.</b> |  |
| <b>NAME OF BIDDER</b>   |  |
| <b>NAME (PRINT)</b>   |  |
| <b>POSITION</b>   |  |
| <b>AUTHORISED SIGNATORIES OF BIDDERS</b>                          |  |
| <b>WITNESS 1</b>  |  |
| <b>WITNESS 2</b>  |  |
| <b>DATE</b>   |  |



**MBD8****DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This declaration is used by ANDA 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.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have---
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.

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

| NO.   | QUESTION   | YES | NO |
|-------|--|-----|----|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes | No |
| 4.1.1 | If so, furnish particulars:  |     |    |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>  |     |    |
| 4.2.1 | If so, furnish particulars:  |     |    |

|       |  |  |  |
|-------|--|--|--|
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? |  |  |
| 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?                  |  |  |
| 4.4.1 | If so, furnish particulars:  |  |  |

| <b>CERTIFICATION</b>  |  |
|---|--|
| <p>I, THE UNDERSIGNED (FULL NAME) .....</p> <p>CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.<br/>I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p> |  |
| <b>NAME OF THE BIDDER</b>   |  |
| <b>POSITION</b>   |  |
| <b>AUTHORISED SIGNATORY</b>   |  |
| <b>DATE</b>   |  |

MBD9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:
  - 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.
  - 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 (Annexure G) must be completed and submitted with the bid:
  - Includes price quotations, advertised competitive bids, limited bids and proposals.
  - 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 GMA which wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
  - 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.

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

\_\_\_\_\_

that:  (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - or
  - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

|                             |  |
|-----------------------------|--|
| <b>NAME OF BIDDER</b>       |  |
| <b>POSITION</b>             |  |
| <b>AUTHORISED SIGNATORY</b> |  |
| <b>DATE</b>                 |  |

## CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. If any of the required documents are not submitted as prescribed may invalidate the bid proposal. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

| ITEM | DESCRIPTION   | YES | NO |
|------|---|-----|----|
| 1.   | Is your Bidders Response completed in full and signed?  |     |    |
| 2.   | Have you submitted all attachments and additional information required?   |     |    |
| 3.   | MBD 2 (Tax Clearance Certificate)   |     |    |
| 4.   | MBD 3.1 (Pricing Schedule)  |     |    |
| 5.   | MBD 3.2 (Price Declaration)   |     |    |
| 6.   | MBD 4 ( Declaration of Interest)  |     |    |
| 7.   | MBD 6.1 (B- BBEE Certificate)   |     |    |
| 8.   | MBD 7.2 (Declaration of offer)  |     |    |
| 9.   | MBD 8 (Declaration of Bidder's past supply chain management practices)  |     |    |
| 10.  | MBD 9 (Certificate of Independent Bid Determination)  |     |    |
| 11.  | <p>Certified copies of Original of Company Registration Documentation</p> <p>NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender</p> <ol style="list-style-type: none"> <li>certificate of registration,</li> <li>change of name certificate (if applicable)</li> <li>register of directors, and most current registered business address</li> </ol> <p>(Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22,Most current register of directors CM29 and CK2)</p> |     |    |
| 12.  | Proof of Accreditation  |     |    |
| 13.  | Copy of latest audited financial statements, if any.  |     |    |
| 14.  | Did you submit one (1) original and one (1) hard copies of the Bidders Response?  |     |    |
| 15.  | Did you submit an electronic copy of the Bidders Response   |     |    |
| 16.  | Bid documents must be secured together preferably bound or contained in a lever arch file as GMA will not take any responsibility for any loss of documents as a result of not being properly secured upon submission   |     |    |
|      | <b>Tick to indicate that the information is included</b>  |     |    |