Physical Address
Umzimvubu Goats
Complex
Hospital Road
4735

Private Bag X 511
Mount Ayliff
South Africa
4735

Tel Number
+27 394 920 011
Fax Number
+27 866 833 718

Better District, Better Life and Growth for all.

www.anda.org.za

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

ALFRED NZO DEVELOPMENT AGENCY

TENDER DOCUMENT

BID NO: ANDA 03/2026/2027

APPOINTMENT OF SOCIAL FACILITATION SERVICES: SERVICE PROVIDER TO CONDUCT SOCIAL FACILITATION FOR COFEE PLANTATION

ANDA seeks:

ANDA HEREBY INVITE BIDS FROM SUITABLY QUALIFIED SERVICE PROVIDERS FOR THE **APPOINTMENT OF SOCIAL FACILITATION SERVICES: SERVICE PROVIDER TO CONDUCT SOCIAL FACILITATION FOR COFEE PLANTATION**

CLOSING DATE: 07 SEPTEMBER 2026

CLOSING TIME: 12H00

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PART A

TENDER VOLUME PART T1:

TENDERING PROCEDURES

Tenders are invited from suitably qualified professional service providers to prepare and submit proposals for the social facilitation at Emfundisweni Skills Development Centre .

DOCUMENTATION

The Bid Documents available free of charge on ANDM website and via emails ,kindly send an email to sompao@anda.org.za to obtain the tender document (& please make sure you state the project name of the document you are requesting).

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NOTES TO PROSPECTIVE BIDDERS

All prospective Bidders shall be registered / eligible to register on the Alfred Nzo Development Agency Database.

- All bids submitted should remain valid for a period of **90 days after** the bid closing date.
- Valid SARS pin number confirmation certificate (pin number / tax clearance certificate to be included).
- Municipal clearance certificate certifying that no municipal rates and service charges are owed by the bidder and any of its directors to Alfred Nzo District Municipality or to any other municipality where the bidder's business operations are located, are in arrears for more than three months / lease agreement where applicable / proof of residence from a ward councillor
- Certified copies of BBBEE certificate issued by a Verification Agency accredited by SANAS or a Sworn Affidavit in relation to the BBBEE status of the company.
- Copies of ID Documents and all submitted certificates must be certified with a certification that is not older than 3 months.
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act. **The bidders' attention is drawn to Form MBD 6.1. Failure to submit will result in zero points score for BBBEE status level**
- Company profile with traceable references
- Joint Venture (JV) agreement should be in JV agreement format and attach all JV relevant documentation
- Letter of good standing from the Bank for all the tender price above R10 million
- The Alfred Nzo Development Agency is not bound to accept the lowest or any bidder
- Bids received after the published closing date will not be considered and will not be opened
- **All bidders should complete MBD 1, MBD 4, MBD 8, MBD9 (MBD's can be downloaded under the ANDA website www.anda.org.za)**
- All prospective service providers of goods and services and infrastructure procurement are to be registered on Central Database to do business with all organs of state in the Republic of South Africa.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Received Responsive Bids shall be evaluated based on the following criteria:

- Stage 1 – Functionality
- Stage 2 – Specific Goals

Only Bidders who score 70% or more on stage 1 will be evaluated further and therefore eligible for the award.

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	
Capacity to execute the work	100
Previous Experience	40
Capacity and expertise	60
STAGE 2 OF EVALUATION – PRICE & PREFERENTIAL POINT	
Specific Goals	**20**
Price	**80**
TOTAL	**100**

BID CLOSING DATE

Completed Bids / Proposals in sealed envelopes endorsed "**APPOINTMENT OF SOCIAL FACILITATION SERVICES: SERVICE PROVIDER TO CONDUCT SOCIAL FACILITATION FOR COFEE PLANTATION DEVELOPMENT "** shall be deposited in the Bid Box at Alfred Nzo Development Agency offices, 1400 Hospital Road, Umzimvubu Goats Complex, EmaXesibeni not later than 12h00 on **07SEPTEMBER 2026,** where bids shall be opened in public shortly afterwards in ANDA Boardroom. Bidders must take note that where a correction is made the Bidder should append a signature. All Bids should be completed in black ink and the use of a correction fluid is NOT permitted at all and shall lead to disqualification. Bids completed in pencil will be disqualified. Late, incomplete, electronic, telegraphic, telexed faxed bids shall not be considered. The lowest or any

proposal shall not necessarily be accepted and Alfred Nzo Development Agency reserves right to accept or not to accept any proposal either in whole or in part.

BID ENQUIRES

Enquiries should be directed to Project Co-ordinator **Ms F Nketshisa on 039 492 0011 / 083 846 7527** email: nketshisaf@anda.org.za for all project related queries or may be directed to SCM Manager, Ms. **O. Sompa** on **039 492 0011 / 066 440 7301 or email:** sompao@anda.org.za for all SCM related queries.

Prospective bidders are invited to submit one proposal for consideration by the Agency. ANDA reserves the right to accept wholly or partially or to reject bids submitted.

Alfred Nzo Development Agency

ERF 1400 Hospital Road

Umzimvubu Goats Complex

Mount Ayliff

4735

N.B: The National Anti-Corruption Hotline in South Africa is 0800 701 701

Physical Address
Umzimvubu Goats
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TENDER DATA T1.2

F.1 General

F.1.1 Actions

ANDA and each Bidder 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 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 tender, 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 and 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 ANDA's Agent

Each communication between ANDA and a Bidder shall be to or from the ANDA'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 Bidder. The name and contact details of ANDA's Agent are stated below:

ANDA's Agent:
Ms O. Sompa
Head: SCM & Procurement
Alfred Nzo Development Agency
1400 Hospital Road, Umzimvubu Goats Complex,
Private Bag X511
EmaXesibeni, 4735
Tel: +27(039) 492 0011
ANDA's address for delivery of Bid Documents: erf 1400 Ntsizwa Street, Hospital Road Umzimvubu Goats Complex, Mount Ayliff 4735
Location of Tender Box: ANDA's Reception Area
Identification details: The Bid Document must be contained in a sealed envelope marked **BID NO: ANDA 09/2025/2026, APPOINTMENT OF SOCIAL FACILITATION SERVICES: SERVICE PROVIDER TO CONDUCT SOCIAL FACILITATION FOR COFEE PLANTATION**
Lumko Mtimde
Chief Executive Officer
Alfred Nzo Development Agency
1400 Hospital Road, Umzimvubu Goats Complex
EmaXesibeni, 4735
BID NO: ANDA 03/2026/2027
Closing date and time: 07 September 2026 @12H00
Name of Bidder:
Physical Address:

Postal Address:
Contact details:
Tender documents must be deposited in the Municipal Entity's Tender Box before the **Closing date.**

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

- **F.1.5.1** ANDA 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 ANDA shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- **F.1.5.2** The ANDA 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 Bidder's Obligations

F.2.1 Eligibility

The Bidder shall submit a tender offer only if the Bidder satisfies the criteria stated in the tender data and the Bidder, or any of its employees, are not under any restriction to do business with ANDA.

F.2.2 Cost of tendering

The Bidder shall accept that the ANDA shall not compensate the Bidder 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 ANDA 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, when required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed services and raise questions, if any.

F.2.8 Seek clarification

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

F.2.9 Insurance

N/A

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 ANDA 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 only subject to the Law Society of South Africa tariff changes.
- **F.2.10.4** The rates or prices shall be in the South African Rand.

F.2.11 The Bidder shall not make any alterations or additions to the tender documents, except to comply with instructions issued by ANDA or necessary to correct errors made by the Bidder. 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 Bidder 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 ANDA.

Submitting a Tender Offer F.2.13

- **F.2.13.1** Submit a tender offer to provide the whole of the works or services 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 ANDA after completing them in their entirety by writing in black ink.
- **F.2.13.3** Submit parts of the tender offer communicated on paper as an original together with the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.
- **F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. ANDA shall hold all authorized signatories liable on behalf of the Bidder.
- **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 ANDA's address and identification details stated in the tender data, as well as the Bidder's name and contact address.
- **F.2.13.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only ANDA's address and identification details as stated in the tender data.
- **F.2.13.7** Accept that ANDA shall 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 ANDA as non-responsive.

F.2.15 Closing time

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

F.2.15.2 Accept that, if ANDA extends the closing date and 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 valid for acceptance by ANDA at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from ANDA 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 Bidder 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 Bidder following a competitive selection process, should ANDA elect to do so.

F.2.18 Provide other material

- **F.2.18.1** Provide, on request by ANDA, any other material that has a bearing on the tender offer, the tenderer's commercial position (including incorporation agreements), referencing arrangements, or samples of materials, considered necessary by ANDA for the purpose of a full and fair risk assessment. Should the Bidder not provide material or a satisfactory reason as to why it cannot be provided within the time for submission stated in the ANDA's request, ANDA may regard the tender offer as non-responsive.
- **F.2.18.2** Dispose of samples of materials provided for evaluation by ANDA, where required.

F.2.19 Inspections, tests and analysis

N/A

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

N/A

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If instructed by ANDA, 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 ANDA with any certificates as stated in the tender data.

F.3 ANDA'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 Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder 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 Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders 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 Bidder 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 shall 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 Bidder whose tender offer is opened, the total of his prices, if any.
- **F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Non-disclosure

Not to 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.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a Bidder to influence the processing of tender offers and instantly disqualify a Bidder (and its tender offer) if it is established that it has 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 full 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 ANDA's opinion, could:

a) Detrimentally affect the scope, quality or performance of the works or services identified in the scope of work,
b) Change ANDA's or the tenderer's risks and responsibilities under the contract, or
c) Affect the competitive position of other bidders presenting responsive tenders, if it were to be rectified.

d) 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 schedules 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.

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 Bidder 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 Bidder does not correct or accept the correction of its arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a Bidder 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 Tender Data and described below: Score financial offers, preferences and quality, as relevant, to two decimal places.

- **F.3.11.2 Scoring Financial Offers**

The percentage scored for price should be calculated as follows:

- The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price.
- The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

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

- **F.3.11.3 Scoring quality (functionality)**

Each panel member should award values for each individual criterion on a score sheet.

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 Bidder complies with the legal requirements stated in the Tender Data.
- **F.3.13.2** Notify the successful bidder of ANDA's acceptance of its 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, if any. Providing the form of offer and acceptance does not contain any qualifying statements, it shall constitute the conclusion of a contract between ANDA and the successful Bidder as described in the form of offer and acceptance.

F.3.14 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by ANDA 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.

d) The schedule deviations attached to the form of offer and acceptance, if any.

F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of ANDA'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 Bidder to submit, after acceptance by ANDA, shall be included.

F.3.16 Complete adjudicator's contract

N/A

F.3.17 Provide copies of the contracts

Provide to the successful Bidder 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.

F.3.18 Tender offers shall only be considered if:

a) The Bidder has in his/her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services (SARS).

b) The Bidder or any of its directors is not listed on the Register of Tender Defaulters in Terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

c) The Bidder has not:

   i. Abused the Employer's Supply Chain Management System; or

   ii. Failed to perform on any previous contract and has been given a written notice to this effect.

TENDER VOLUME PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The following returnable schedules constitute the List of Returnable Documents for this tender.

Returnable Schedules required for tender evaluation purposes

T2.2 A Certificate for Authority of Signatory
T2.2 B Declaration claiming Quality Points entitlement
T2.2 C Declaration of Tax Compliance
T2.2 D Declaration of Bidder's Past Supply Chain Management Practices
T2.2 E N/A
T2.2 F N/A
T2.2 G Proof of Professional registration
T2.2 H CV's of team members
T2.2 I Company Experience with similar services
T2.2 J Certified copy of B-BBEE certificate
T2.2 K Valid Tax Clearance SARS Certificate
T2.2 L Company Shareholding Details
T2.2 M Proof of Office Residence
T2.2 N Proposal

T2.2 A Certificate for Authority of Signatory

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I, _____, a Director of _____, hereby confirm that by resolution of the board (copy attached) taken on _____20____, Mr/Ms _____, acting in the capacity of _____, is authorised to sign all documents in connection with this tender and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of Alfred Nzo Development Agency.

As Witnesses:

1. _____ _____
2. _____ _____

Should the Bidder have, in the opinion of Alfred Nzo Development Agency (ANDA), acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then ANDA may, in its sole discretion:

- Ignore any tenders without advising the Bidder thereof
- Cancel the Contract without prejudice to any legal rights ANDA may have.

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo Development Agency Code of Conduct, this could seriously impair future business relations between the Alfred Nzo Development Agency and such Bidder

B. Certificate of Partnership

We, the undersigned, being the partners in the business trading as _____ hereby authorize Mr/Ms _____, acting in the capacity of _____ to sign all documents in connection with tender and any contract resulting from it on our behalf.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of Alfred Nzo Development Agency.

NAME	**SURNAME**	**DESIGNATION** (e.g. Director)	**SIGNATURE**

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

Should the Bidder have, in the opinion of the Alfred Nzo Development Agency, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo Development Agency may, in its sole discretion:

- Ignore any tenders without advising the Bidder thereof
- Cancel the Contract without prejudice to any legal rights ANDA may have.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms _ , authorised signatory of the company _ , acting in the capacity of lead partner, to sign this tender and any Contract resulting from it on our behalf.

The authorization is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo Development Agency.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer's procurement policy and will upon request by the Employer provide a completed and signed copy of it.

Name of Firm	**Address**	**Authorizing signature, Name & Capacity**
Lead partner		

Should the Bidder have, in the opinion of the Alfred Nzo Development Agency, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo Development Agency may, in its sole discretion:

- Ignore any tenders without advising the Bidder thereof
- Cancel the Contract without prejudice to any legal rights ANDA may have.

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo Development Agency Code of Conduct, this could seriously impair future business relations between the Alfred Nzo Development Agency and such Bidder.

D. Certificate for Sole Proprietor

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

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of Alfred Nzo Development Agency.

As witnesses:

1. _____ _____

2. _____ _____

Should the Bidder have, in the opinion of the Alfred Nzo Development Agency, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo Development Agency may, in its sole discretion:

- Ignore any tenders without advising the Bidder thereof
- Cancel the Contract without prejudice to any legal rights ANDA may have.

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo Development Agency Code of Conduct, this could seriously impair future business relations between the Alfred Nzo Development Agency and such Bidder.

E. Certificate for Close Corporation

We, the undersigned, being the members of the business _____ hereby authorise Mr/Ms _____ acting in the capacity of _____ to sign all documents in connection with this tender and any Contract resulting from it.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo Development Agency.

NAME	ADDRESS	SIGNATURE	DATE

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

Should the Bidder have, in the opinion of the Alfred Nzo Development Agency, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo Development Agency may, in its sole discretion:

- Ignore any tenders without advising the Bidder thereof
- Cancel the Contract without prejudice to any legal rights ANDA may have.

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo Development Agency Code of Conduct, this could seriously impair future business relations between the Alfred Nzo Development Agency and such Bidder.

T2.2 B Declaration claiming Quality Points entitlement

Failure to complete and sign this page will result in no quality points being assigned to this tender.

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Umzimvubu Goats Complex
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The proposals will be evaluated in two stages, namely:

The bids will be evaluated in two stages, namely:

- Stage 1 - Functionality
- Stage 2 - Price and Specific Goals

Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	WEIGHT
STAGE 1: CAPACITY TO EXECUTE WORK	
- Detailed methodology or implementation plan with project Management, project milestones, and clear outcomes, specific time frames and project costs	40
-One team member with NQF level 6 in community development	10
-One team member with NQF level 6 in Agricultural studies	10
Company experience for professional services in Social Facilitation: • Four (4) completion certificates / reference letters. (40) • Three (3) completion certificates / reference letters. (30) • Two (2) completion certificates / reference letters. (20) • One (1) completion certificate / reference letter. (10)	
STAGE 2 : PRICE & PREFERENCE SPECIFIC GOAL	
Price	80%
Preference Goal- Combination of any Goals	20%

SPECIFIC GOAL: COMBINATION OF ANY GOALS	Attachment to claim maximum points	Criteria Points
Priority population groups (Black owned)	CIPC certificate, Certified ID, detailed CSD	12
Women	CIPC certificate, Certified ID, detailed CSD	3
Youth	CIPC certificate, Certified ID, detailed	3

	CSD	
Disabled	Attach signed letter from Health practitioner	2
TOTAL WEIGHT		100%

Upon request by the Employer, the Bidder undertakes to provide adequate documentation to fully justify his points claim. Failure to provide any justification shall result in the tender being rejected. The Employer may evaluate the justification documentation independently and shall in such cases, in his evaluation of the tender, determine, at his sole discretion, the quality points applicable.

Bidder……

Signature of Bidder ……

Date ……

T2.2 C Declaration of Tax compliance

This declaration must be completed in all respects. Failure to complete this declaration that the tax and levy affairs of the Bidder are satisfied in terms of the relevant Acts or that suitable arrangements have been made with the Receiver of Revenue, will invalidate the tender. The validity of this document will be verified with the Receiver of Revenue before a Contract is awarded.

SOUTH AFRICAN REVENUE SERVICE/ Alfred Nzo Development Agency	Contract No.
DECLARATION OF GOOD STANDING REGARDING TAX	
PARTICULARS	
1. Name of Taxpayer/Bidder:	
2. Trade Name:	
3. Identification No.	
4.	

4.Company / CC Reg. No.
5. Income Tax Ref. No.
6. VAT Reg. No.
DECLARATION
It is hereby declared that the Income Tax, Value Added Tax (VAT) and Alfred Nzo Development Agency Levy obligations of the above-mentioned taxpayer(s), which includes the rendition of returns and payments of the relevant taxes have been satisfied in terms of the relevant Acts; or That suitable arrangements have been made with the Receiver of Revenue and the Alfred Nzo Development Agency to satisfy them.
…… …….. …….. Signature Capacity Date
Please note: *the declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue and/or ANDA with regard to any outstanding revenue/tax returns or levies. The levy declaration applies only to ANDA levy payers.

Bidder……

Signature of Bidder ……

Date ……

T2.2 D Declaration of Bidder's Past Supply Chain Management Practices

1. This Municipal Entities Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
    a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
    b) been convicted for fraud or corruption during the past five years;
    c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
    d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	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)? **(To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes	No
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……CERTIFY THAT THE

INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

T2.2 E Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.
Section 1: Name of enterprise: . . . . .
Section 2: VAT registration number, if any: . . . . .
Section 3: Professional registration number, if any: . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number ……

Close corporation ……

Tax reference number ……

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of a municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial entity or any municipal entity legislature.

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	(Tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state.

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of a municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity

an employee of Parliament or a provincial entity or any municipal entity legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	(Tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

a) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services to ensure that my / our tax matters are in order;
b) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
c) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
d) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
e) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Company name _____

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ALFRED NZO DEVELOPMENT AGENCY

T2.2 F Proof of Professional Registration

(Attach certified copies of professional registration)

Physical Address
Umzimvubu Goats
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T2.2 G CV's of Team Members

(Attach CV's and certified copies of qualification)

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T2.2 H Company Experience with similar projects details FORM

PROJECT NAME	DESCRIPTION OF MATERIAL TYPE SUPPLIED	PROJECT TERM		PROJECT VALUE (ZAR)	EMPLOYER DETAILS			
		Year Started	Year Completed		Name of employer	Name of Employer Rep	Phone No	Fax No

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T2.2 J Certified copy of BBBEE Certificate

(Attach certified copy OR sworn affidavit)

Physical Address
Umzimvubu Goats
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T2.2 I Valid Tax Clearance SARS Certificate

(Attach original)

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T2.2 K Company Shareholding Certificate and Supporting Details

(Attach certified copies of company Shareholding Certificate (CK), IDs of Shareholders and Proof of disability of a Shareholder where applicable)

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T2.2 L Provide Office(s) Physical Address(es)

(Attach proof of address)

Physical Address
Umzimvubu Goats
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T2.2 M Proposal

(Attach proposals / including rates)

CONTRACT VOLUME PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

ANDA, as identified in the acceptance signature block, has solicited offers to enter into a Contract for **APPOINTMENT OF SOCIAL FACILITATION SERVICES: SERVICE PROVIDER TO CONDUCT SOCIAL FACILITATION FOR COFEE PLANTATION DEVELOPMENT** for a period of 05 months.

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

……

Rand (in words);

R…… (In figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature…… **Name**: ……....

Capacity……

For the Bidder:

…..……

……..……

(Name and domicilium citandi of organization)

Name and Signature of Witness: ……

Date: ……..

Acceptance

a) By signing this part of this Form of Offer and Acceptance, ANDA accepts the Bidder's offer. In consideration thereof, ANDA shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder's offer shall form an agreement between ANDA and the Bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

b) The terms of the Contract, are contained in:
   - PART C1 Agreements and Contract Data, (which includes this agreement)
   - PART C2 Pricing Data
   - PART C3 Scope of work

c) Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless

contained in this schedule, which must be signed by the authorized representative(s) of both parties.

d) The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ANDA's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

e) Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

Signature (s)……

Name(s)……

Capacity:……

FOR ALFRED NZO DEVELOPMENT AGENCY, 1400 HOSPITAL ROAD, UMZIMVUBU GOATS COMPLEX, EMAXESIBENI, 4735

AYLIFF, 4735

Name and Signature of Witness: ……

Date: ……..

OFFICIAL STAMP:

PART C1

C1.1.1 CONDITIONS OF CONTRACT

1. C1.1.1.1 GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

i. Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and

ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.2

1. Definitions

1. The following terms shall be interpreted as indicated:

- **"Acceptable bid"** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- **"ANDA"** means Alfred Nzo Development Agency.
- **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- **"Black enterprise"** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- **"Black empowered enterprise"** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to

economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

- **"Black people"** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- **"Black women-owned enterprise"** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- **"Closing date and time"** means the date and hour specified in the bidding documents for the receipt of bids.
- **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- **"Contract"** means the written agreement entered into between the Municipality and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations
- **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business
- **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract

execution

- **"Day"** means calendar day.
- **"Delivery" means** execution of duties in compliance with the conditions of the contract or order.
- **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- **"Force majeure"** means an event beyond the control of the Bidder and not involving the Bidder's or negligence and not foreseeable. Such events may include, but is not restricted to, protests against ANDA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions etc.
- **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- **"GCC"** means the General Conditions of Contract.
- **"Historically Disadvantaged Individual (HDI)"** means a South African citizen.

1..1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) ("the interim Constitution); and/or

1..2 who is female; and/or

1..3 who has a disability: provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

- **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- **"Order"** means an official written order issued for the rendering of services.
- **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- **"Person"** includes reference to a juristic person.
- **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- **"Republic"** or **"RSA"** means the Republic of South Africa.
- **"RFP"** means Request for Proposal.
- **"RFT"** means Request for Tender.
- **"RFQ"** means Request for Quotation.
- **"SCC"** means the Special Conditions of Contract.
- **"Secretary"** means the Secretary to Parliament.
- **"Services"** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- **"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.
- **"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.
- **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- Where such special conditions of contract a r e in conflict with these general conditions, the special conditions shall apply.

3. General

- Unless otherwise indicated in the bidding documents, the Municipal entity shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

- The services rendered shall conform to the professional standards regulating the profession.

5. Use of contract documents and information; inspection

5.1 The Service Provider shall not, without ANDA's prior written consent, disclose the contract, or any provision thereof or any specification, information furnished by or on behalf of ANDA in connection therewith, to any person other than a person employed by the Service Provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Service Provider shall not, without the ANDA's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the ANDA and shall be returned (all copies) to ANDA on completion of the Service Provider's performance under the contract.

5.4 The Service Provider shall permit ANDA to inspect the Service Provider's records, relating to its performance and to have them audited by Auditors appointed by ANDA, if so required.

6 Patent rights

6.1 The Service Provider shall indemnify ANDA against all third-party claims of infringement of patent, trademark, or industrial design rights that may arise.

7 Performance security

N/A

8 Inspections, tests and analyses

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

8.2 If it is a bid condition that services to be rendered should at any stage during execution or on completion be subject to inspection.

9 Packing

N/A

10 Delivery and documents

10.1 Documents to be submitted by the Service Provider are specified in the tender document.

11 Insurance

N/A

12 Transportation

N/A

13 Incidental services

N/A

14 Spare parts

N/A

15 Warranty

N/A

16 Payment

16.1 Payments shall be made promptly by ANDA no later than thirty (30) days after submission of an invoice or claim by the Service Provider.

16.2 Payment shall be made in Rand.

17 Prices

17.1 Prices charged by the Service Provider for services performed under the contract shall not vary from the prices quoted by the supplier in its bid.

18 Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the contracting parties.

19 Assignment

19.1 The Service Provider shall not brief or assign in whole or in part, its obligations to perform under the contract, except with the ANDA's prior written consent.

20 Subcontracts

N/A

21 Delays in the supplier's performance

N/A

22 Penalties

N/A

23 Termination for default

N/A

24 Anti-dumping and countervailing duties and rights

N/A

25 Force Majeure

25.1 Notwithstanding the provisions of GCC the Service Provider shall not be liable for failure to render services to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the Service Provider shall promptly notify ANDA in writing of such condition and the cause thereof. Unless otherwise directed by ANDA in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance.

26 Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27 Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between ANDA and the Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference

by such mutual consultation, then either ANDA or the Service Provider shall give notice to the other party of its intention to commence with Mediation. No Mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of Mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure as agreed between ANDA, the Service Provider and the independent intermediary.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) ANDA shall pay the Service Provider any monies due the supplier.

28 Limitation of liability

N/A

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws.

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

32.1 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, ANDA must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

33 Ownership and Copyright

33.1.1 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Employer are owned exclusively by the purchaser.

C1.2 Contract Data: Data Provided by Employer

- **C1.2.1 Part 1: Data provided by the Employer**

Clause	Data
1	**ANDA:** The Employer is the Alfred Nzo Development Agency The authorized and designated representative of the ANDA is: **Lumko Mtimde** **Acting Chief Executive Officer** **Alfred Nzo Development Agency** The Employer's address for receipt of communications is: **Alfred Nzo Development Agency** **1400 Hospital Road, Umzimvubu Goats Complex** **Private Bag X511** **EmaXesibeni, 4735** **Tel: +27(039) 492 0011**

1	**Period of Performance:** All services shall be completed within the time frames set out in the final project programme to be drawn up jointly between ANDA and the Service Provider.
3.14.1	The final programme shall be submitted within 7 working days of the award of the contract.
9.1	Copyright shall vest with ANDA

- **C1.2.2 Part 2: Data provided by the Service Provider**

Clause	Contract Data
1.	**The Service Provider is:** ……..…… **Address:** ……..….. …….. **Trading As (if applicable):** …….. **VAT registration number**: …… **Bank Name**: …… **Branch Name & Code: ……**

	Bank account number :…… The Service Provider's contact details and address for receipt of communications is: Telephone: …… Facsimile: …….. E-mail: ……. Address: …….. …… ……
5.3	**Name of designated representative: ……..** **Professional registration Category: ……** **Professional registration number: ……**

Physical Address
Umzimvubu Goats
Complex
Hospital Road
4735

Private Bag X 511
Mount Ayliff
South Africa
4735

Tel Number
+27 394 920 011
Fax Number
+27 866 833 718

Better District, Better Life and Growth for all.

www.anda.org.za

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

CONTRACT VOLUME PART C2: PRICING DATA

(Attach price breakdown)

TERMS OF REFERENCE

The Alfred Nzo Development Agency (ANDA) has completed a comprehensive feasibility study to assess the potential for establishing a commercially viable coffee industry within the Alfred Nzo District. The study was undertaken to determine the feasibility of developing community-based coffee plantations in areas where agro-climatic conditions are conducive to sustainable coffee production.

Coffee presents a strategic opportunity for agricultural diversification and rural economic development within the district. As a high-value cash crop, coffee has the potential to generate sustainable household incomes, create employment opportunities, stimulate agro-processing, and strengthen the participation of rural communities in commercial agriculture. Furthermore, coffee is well suited to areas with limited infrastructure, as it can be processed and stored for extended periods without significant deterioration, making it particularly suitable for remote rural communities.

The findings of the feasibility study confirmed that the Alfred Nzo District possesses favourable environmental conditions for the cultivation and commercialisation of coffee. Field investigations identified several suitable sites across all four local municipalities with appropriate climatic conditions, altitude, rainfall patterns, soil characteristics, water availability and agricultural potential to support the establishment of pilot coffee plantations.

Based on these findings, the feasibility study recommends progression to the implementation phase of the project. The next phase will focus on undertaking a comprehensive social facilitation process to engage traditional leadership, local municipalities, communal landowners, community structures, prospective beneficiary groups and other key stakeholders. This participatory process will assist in confirming the final pilot sites, securing stakeholder buy-in, facilitating land access and tenure arrangements, establishing community governance structures, and ensuring that beneficiary communities are adequately prepared for project implementation.

The implementation of the pilot phase will establish the foundation for the development of a sustainable coffee value chain within the Alfred Nzo District. The project is expected to contribute towards agricultural diversification, increased investment in the agricultural sector, job creation, rural enterprise development, skills transfer, agro-processing opportunities and improved household incomes. In the long term, the initiative aims to position Alfred Nzo as an emerging coffee-producing region capable of supplying both domestic and specialised export markets, while contributing to inclusive local economic development and sustainable rural livelihoods.

PROJECT OBJECTIVES

The purpose of these Terms of Reference (ToR) is to appoint a suitably qualified and experienced Social Facilitation Service Provider to render professional social facilitation services for the implementation of the Coffee Plantation within the Alfred Nzo District.

The assignment seeks to facilitate meaningful stakeholder engagement and community participation throughout the project implementation process, ensuring that the selected production sites are socially acceptable, supported by local stakeholders, and positioned for long-term sustainability. Social facilitation will serve as a critical mechanism for building consensus, fostering inclusive participation, resolving potential conflicts, and strengthening partnerships between communities, traditional leadership, government institutions, and other strategic stakeholders.

Ultimately, the social facilitation process aims to create an enabling environment for the successful establishment of community-based Coffee Plantation production enterprises by maximising community ownership and enhancing the sustainability and developmental impact of the project.

The objectives of the assignment are:

- Facilitate community participation in identifying and confirming suitable production sites, beneficiary groups, governance structures and

implementation arrangements in a transparent, inclusive and participatory manner.

- Engage traditional councils, communal property institutions, municipalities and relevant authorities to facilitate land access, community resolutions and any social agreements required to support project implementation.
- Facilitate the establishment and strengthening of community-based production structures, cooperatives or other appropriate institutional arrangements to ensure effective project governance and accountability

1. SCOPE OF WORK

The Alfred Nzo Development Agency (ANDA) invites proposals from suitably qualified and experienced professional service providers to undertake comprehensive social facilitation services for the establishment of the Coffee Plantations within the Alfred Nzo District Municipality.

The appointed Service Provider shall be contracted for a period of Five (5) months to plan, coordinate and implement all social facilitation activities necessary to secure stakeholder support, community participation, institutional arrangements and implementation readiness for the project.

The successful Service Provider shall be required to perform, but not be limited to, the following activities:

- Conduct a comprehensive stakeholder mapping exercise to identify all relevant stakeholders, including traditional leadership, local municipalities, government departments, community structures, landowners, farmers, cooperatives
- Develop a Stakeholder Register and Stakeholder Analysis outlining stakeholder interests, influence, responsibilities, engagement strategies and communication mechanisms.
- Prepare a comprehensive Social Facilitation and Stakeholder Engagement Plan detailing the methodology, consultation programme, implementation schedule and reporting framework.
- Facilitate introductory meetings and consultations with all relevant stakeholders to introduce the project, clarify objectives, obtain stakeholder inputs and secure institutional support.
- Conduct community mobilisation and awareness campaigns within the identified project areas
- Facilitate inclusive community participation through public meetings, focus group discussions, household engagements and stakeholder workshops to ensure transparent decision-making throughout the project.
- Engage with traditional councils, communal property institutions, municipalities and other land governance structures to facilitate access to suitable land and obtain the necessary community resolutions and approvals.

- Facilitate the identification and confirmation of project beneficiaries, community production groups, cooperatives and farmer organisations through an open, transparent and participatory process.
- Develop Social Charters and Community Participation Agreements clearly defining the roles, responsibilities, commitments and accountability mechanisms of all project stakeholders.
- Conduct institutional and organisational capacity assessments, including skills audits of cooperatives, farmer groups and community structures, to identify capacity gaps and training requirements.
- Secure community support and stakeholder commitment throughout all phases of the project implementation by ensuring continuous engagement and effective communication.
- Develop and maintain a comprehensive stakeholder database, attendance registers, consultation records, minutes of meetings, resolutions and photographic evidence of all engagement activities.
- Submit detailed Monthly Progress Reports outlining activities undertaken, stakeholder engagements conducted, challenges encountered.
- Prepare and submit a comprehensive Close-out Report detailing all social facilitation activities undertaken, stakeholder commitments secured, confirmed project sites, beneficiary selection outcomes, identified implementation risks

PROJECT METHODOLOGY

The service provider must provide a detailed outline of the methodology to be used detailing how each of the deliverables is to be achieved. This must include:

- A proposal on how the service provider will undertake the requirements of this assignment from inception to closure
- Indicate areas of preference for executing the community social facilitation activities
- Describe in detail exactly how they propose to carry out activities to achieve the outputs identified in the scope of work.

- They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems
- Provide an organization chart clearly indicating the lines of reporting and supervision within the contractor's team
- Provide a work plan of activities. In addition to providing details of the estimated number of workdays for each activity, bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified
- proposal must outline available expertise and capacity to match the requirements of this assignment as highlighted in the key roles.
- An indication of any innovative approaches and 'value-add' that the service provider may think appropriate.

2. PROJECT DELIVERABLES AND DURATION

The duration of the social facilitation project will be limited to 5 months from the date of appointment. On conclusion of the project a final report is to be delivered in hard copy outlining the consultation process and input from key and affected stakeholders.

Milestone	Deliverable	Timeline
Project Inception	Inception meeting with ANDA and submission of an Inception Report detailing methodology, work plan, stakeholder engagement Plan, implementation schedule	Month 1
Stakeholder Mapping and Planning	Comprehensive Stakeholder Mapping and Analysis Report, Stakeholder Register, and approved Social Facilitation and Stakeholder Engagement Plan.	Month 1
Stakeholder Consultations and Community Mobilisation	Consultation meetings with National, Provincial, District and Local Government, Traditional Leadership, community structures, landowners, cooperatives and other stakeholders. Community awareness and mobilisation sessions conducted in all targeted project areas.	Months 2–3

Institutional Development and Beneficiary Facilitation	Identification and verification of beneficiary groups; facilitation of community production structures/cooperatives; development and signing of Social Charters; skills audit and governance capacity-building workshops	Months 3–4
Project Close-out	Submission of a Final Social Facilitation Report, implementation readiness assessment, stakeholder database, beneficiary database, signed Social Charters, meeting records, attendance registers, photographic evidence and recommendations on the final selection of project sites.	Month 5

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3. REPORTING PROCEDURE

It is expected that regular progress reports will be submitted to ANDA and further presented to the PSC monthly. The Project Manager has the right to change the frequency of reporting as and when necessary. Progress reporting will be undertaken in terms of documented reporting and in a presentation format at PSC meetings. The Service Provider will report to the Project Steering Committee. Progress report will be required for every milestone or deliverable of the project as per proposal.

4. SELECTION AND EVALUATION CRITERIA

ANDA subscribes to the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Act (PPPFA) principles whereby a bidder's submission will be evaluated according to the sum of the award of points in respect of the tender value and Specific Goals.

Price and Preference goal 3 will be used for evaluation. The 80/20 preferential point system will be applicable, with 80 points for price and 20 points for Specific Goals.

The proposal will be evaluated in two stages, namely:

- **Stage 1- Capacity to Execute Work**
- **Stage 2 - Price and Preference Point system (Goal 3)**

Proposal will be evaluated in terms of the SCM Policy of Alfred Nzo Development Agency and shall be applied as follows: -

- **Price – 80**
- **Specific Goals – 20**

The following criteria will be considered for the appointment of a successful Service provider(s).

ITEM	**WEIGHT**
STAGE 1: CAPACITY TO EXECUTE WORK - Detailed methodology or implementation plan with project Management, project milestones, and clear outcomes, specific time frames and project costs -One team member with NQF level 6 in community development -One team member with NQF level 6 in Agricultural studies **Company experience for professional services in Social Facilitation:** • Four (4) completion certificates / reference letters. (40) • Three (3) completion certificates / reference letters. (30) • Two (2) completion certificates / reference letters. (20) • One (1) completion certificate / reference letter. (10)	40 10 10
STAGE 2 : PRICE & PREFERENCE SPECIFIC GOALS	
Price	80
Preference Goal -	20

SPECIFIC GOAL	**Attachment to claim maximum points**	Criteria Points
Priority population groups (Black owned)	CIPC certificate, Certified ID, detailed CSD	12
Women	CIPC certificate, Certified ID, detailed CSD	3

Youth	CIPC certificate, Certified ID, detailed CSD	3
Disabled	Attach signed letter from Health practitioner	2
TOTAL WEIGHT		20

5. IMPORTANT COMPLIANCE SUBMISSIONS

- All bidders must be registered on Central Supplier Database (Updated CSD summary to be submitted)
- All bids submitted should remain valid for a period of 90 days after the bid closing date
- Formal methodology or implementation plan from the service provider with project initiation, project management, project milestones, time management, and clear outcomes with specific time frames and project costs
- Submission of Clear financial breakdown with the proposal.
- Municipal clearance certificate certifying that no municipal rates and service charges are in arrears for more than three months by the bidder to Alfred Nzo District Municipality or to any other municipality where the bidder's business operations are located. Provide Lease agreement/ Proof of Residence and affidavit
- Valid Tax Clearance Certificate and/or Pin should be attached
- Joint Venture agreement (where applicable)
- Proposal must be duly completed together with all declaration of interest/ standard bidding documents (MBD's 1, 4, 6.1, 8, and 9).
- Detailed information of project team such as their CVs and qualifications, ID copies and their positions in the business (all attachments enclosed must be certified with the certification not older than three months).
- Team Leader must be in possession of at least NQF level 6 in Community development (Attach CV, qualification and certificates)
- One team member must in possession of at least NQF level 6 in an agricultural studies (Attach CV, qualification and certificates)
- Attach certified copies of IDs of directors and certification must not be older than 3 months
- Provide and attach a copy of the company registration certificate.

- Company profile with the relevant experience and track record. Please clearly index your company profile