<table>
<thead>
<tr>
<th>Bid No.</th>
<th>CoGTA (T) 03/2016</th>
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</thead>
<tbody>
<tr>
<td><strong>Bid Description</strong></td>
<td>APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PROTOTYPE STAFF ESTABLISHMENTS ACCORDING TO DIFFERENT FUNCTIONS AND POWERS OF DIFFERENT CATEGORIES OF MUNICIPALITIES.</td>
</tr>
<tr>
<td><strong>Contact Person/s:</strong></td>
<td>Mr. Jackey Maepa and Mr. Kwazi Shezi</td>
</tr>
<tr>
<td><strong>Technical Terms of reference:</strong></td>
<td>Name: Mr. Jackey Maepa</td>
</tr>
<tr>
<td></td>
<td>Telephone No: (012) 334 4915</td>
</tr>
<tr>
<td></td>
<td>Email address: <a href="mailto:jackeym@copta.gov.za">jackeym@copta.gov.za</a></td>
</tr>
<tr>
<td><strong>Bid Procedures:</strong></td>
<td>Name: Sandiso Mabija, Kwazi Shezi or Nomvula Ntuli</td>
</tr>
<tr>
<td></td>
<td>Telephone No: 012 334 0823/4, 012 334 0848 or 012 334 0820</td>
</tr>
<tr>
<td></td>
<td>Email address: <a href="mailto:sandisom@copta.gov.za">sandisom@copta.gov.za</a>, or <a href="mailto:kwazit@copta.gov.za">kwazit@copta.gov.za</a> or <a href="mailto:nomvulan@copta.gov.za">nomvulan@copta.gov.za</a></td>
</tr>
<tr>
<td><strong>Compulsory bid briefing</strong></td>
<td>Venue, Date and Time 508 Johannes Ramokhoase Streets, c/o Johannes Ramokhoase Streets and Steve Biko Street. NOSA Building, 5th Floor, 503 Boardroom Number, 18 October 2016 at 10:00</td>
</tr>
<tr>
<td><strong>Closing time and date for bid and venue</strong></td>
<td>Time and Date: 11:00 on the 28 October 2016 at No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Foyer</td>
</tr>
<tr>
<td><strong>Condition</strong></td>
<td>Bids received after the closing time and date will not to be accepted for consideration.</td>
</tr>
<tr>
<td></td>
<td>Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Cooperative Governance.</td>
</tr>
<tr>
<td><strong>Delivery address and conditions for delivery of bids</strong></td>
<td>Delivery address: No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Pretoria, Arcadia (Bid Box is placed in the Foyer at the ground floor)</td>
</tr>
<tr>
<td></td>
<td>Bidders must ensure that their bids are delivered timeously to the correct address and directly to the bid box. The department will not take any responsibility for late mailed bids. The bid box is open from Monday to Friday – 08h00 to 16h30</td>
</tr>
</tbody>
</table>

**NB:** THE NATIONAL TREASURY SCM INSTRUCTION NOTE NO 4 OF 2016/17 STATE THAT BIDS MAY ONLY BE AWARDED TO SUPPLIERS AFTER VERIFYING THAT THEY ARE REGISTERED AS PROSPECTIVE SUPPLIERS ON THE CENTRAL SUPPLIER DATABASE (CSD). IN ORDER FOR THE DEPARTMENT TO VERIFY YOUR COMPANY’S REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD) PLEASE PROVIDE THE FOLLOWING INFORMATION:

| CSD SUPPLIER NUMBER: |
| UNIQUE REGISTRATION REFERENCE NUMBER: |

(NB: ATTACH A COPY OF CSD REGISTRATION REPORT)

- The SBD 1 and all other application forms attached as Part 4 must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.
The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below:

**DCoG**
Means the Department of Cooperative Governance.

**Invitation to bid**
means this invitation to bid comprising
- The cover page and the table of content and definitions
- Part 1 which details the Conditions of Bid;
- Part 2 special instructions and notices to bidders regarding the completion of bidding document and Authority to sign a bid;
- Part 3 which details the Terms of Reference relating to the service
- Part 4 which contains all the requisite bid forms and certificates;
As read with GCC – General Conditions of Contract

**Services**
means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;

**Specifications /Terms of Reference**
means the specifications or terms contained in Part 3 of this invitation to bid;
INVITATION TO BID

THE FOLLOWING PARTICULARS MUST BE FURNISHED IN FULL
(Failure to do so will result in your bid being disqualified)

NAME OF BIDDER ......................................................................................................................

POSTAL ADDRESS ..................................................................................................................

STREET ADDRESS ..................................................................................................................

TELEPHONE NUMBER CODE...........NUMBER........................................................................

CELLPHONE NUMBER .........................................................................................................

FACSIMILE NUMBER CODE,NUMBER..................................................................................

E-MAIL ADDRESS ....................................................................................................................

VAT REGISTRATION NUMBER ..................................................................................................

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)........

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)........

A REGISTERED AUDITOR .................................................................................................

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR
PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ..............................................................................................................

DATE ...........................................................................................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED ........................................................................

TOTAL BID PRICE ....................................................................................................................

TOTAL NUMBER OF ITEMS OFFERED ..............................................................................
PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as (Part 4) with its bid. Bidders must take careful note of the special conditions.

2.2 All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required.

2.3 In the event that any form or certificate provided in Part 4 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. PRICING

5.1 The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 4 – Schedule C which completed form/s must be submitted together with the bid documents.

5.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX
5.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 4 – Schedule C.

6. DECLARATION OF INTEREST

The bidder should submit a duly completed and signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 4 – Schedule D.


The bidder must complete the preferential points claim form (SBD 6) and sign accordingly to submit with the bid. The preferential points claim form is attached as Part 5 – Schedule E.

8. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder’s past supply chain management practices (SBD 8) is attached as Part 4 – Schedule F.

9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (SBD 9) is attached as Part 4 – Schedule G.

10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

11. CONSORTIUM / JOINT VENTURE

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

11.2.1 It shall be signed so as to be legally binding on all consortium members;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DCoG and receive instructions for and on behalf of any and all the members of the consortium;
11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

11.2.5 The lead member must comply with all the requirements of the bid.

11.2.6 Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

12. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

13. ACCEPTANCE OF BIDS

The DCoG does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department.

14. NO RIGHTS OR CLAIMS

14.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DCoG. The DCoG reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party’s participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

14.2 The DCoG, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

15. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

15.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the DCoG.

15.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

16. ACCURACY OF INFORMATION

16.1 The information contained in the invitation to bid has been prepared in good faith. The DCoG nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation.
or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

16.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

17. **COMPETITION**

17.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

17.1.1 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

17.1.2 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.

17.1.3 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

18. **RESERVATION OF RIGHTS**

18.1 Without limitation to any other rights of the DCoG (whether otherwise reserved in this invitation to bid or under law), the DCoG expressly reserves the right to:

18.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

18.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

18.1.3 Reject all responses submitted by bidders and to embark on a new bid process;

18.1.4 The Department may request the shortlisted bidders to present their proposals to the Bid Committee;

18.1.6 To verify information provided for references to claim points;

18.1.7 To disqualify any tender/bidder who misrepresented information to claim points and
PART 2
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE COGTA SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT REGUALTIONS 2011 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.

8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

12. Any alteration made by the bidder must be initialled.

13. Use of correcting fluid is prohibited.

14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.

16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

Failure to comply with the following above mentioned Instructions 2, 4, 5, 6, 9, 10, 11, 12, 13 MAY LEAD TO YOU BID BEING REJECTED
AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.................................................................20........,

Mr/Mrs.................................................................................................................................

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....................................................................................................................

IN HIS/HER CAPACITY AS: ........................................................................................................

SIGNED ON BEHALF OF COMPANY:

.............................................................................................................................................

(PRINT NAME)

SIGNATURE OF SIGNATORY: .................................................. DATE: ........................................

WITNESSES: 1 ............................................................. DATE:.................................

2 .......................... DATE:.................................
B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

SIGNATURE.................................................................................................................. DATE................................................

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

<table>
<thead>
<tr>
<th>Full name of partner</th>
<th>Residential address</th>
<th>Signature</th>
</tr>
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<tbody>
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</table>

We, the undersigned partners in the business trading as .................................................................................................................................

hereby authorise .................................................................................................to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

........................................................................................................................................

SIGNATURE Signature Signature

................................................................. ................................................................. .................................................................

DATE DATE DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.
By resolution of members at a meeting on ................................ 20....... at .............................................

Mr/Ms..........................................................................................................................................., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)
..........................................................................................................................................................
..........................................................................................................................................................
..........................................................................................................................................................

SIGNED ON BEHALF OF CLOSE CORPORATION:...........................................................................

(PRINT NAME)

IN HIS/HER CAPACITY AS ............................................................................................................. DATE: ..........................................

SIGNATURE OF SIGNATORY: ........................................................................................................ DATE: ..........................................

WITNESSES: 1 .......................................................................................................................... DATE: ..........................................

2 .............................................................................................................................. DATE: ..........................................

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ............................................................... 20...... at .............................................

Mr/Ms..........................................................................................................................................., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).............................................................................................................................................................

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
.................................................................................................................................

IN HIS/HER CAPACITY AS:............................................................................................................

11
DATE: .................................................

SIGNED ON BEHALF OF CO-OPERATIVE: .................................................................

NAME IN BLOCK LETTERS: ..........................................................................................

WITNESSES:  1 ..............................................................................................................

DATE: .................................................

2 ...............................................................................................................................

DATE: .................................................

F. JOINT VENTURE
If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on ……………20……
Mr/Mrs. ........................................................................................................……….,
Mr/Mrs. ........................................................................................................……….,
Mr/Mrs. ........................................................................................................………., and Mr/Mrs. ........................................................................................................……….
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture) .............................................................................................

IN HIS/HER CAPACITY AS: ..........................................................................................

SIGNED ON BEHALF OF (COMPANY NAME): ...........................................................

(PRINT NAME)

SIGNATURE: .......................... DATE: .............................................

IN HIS/HER CAPACITY AS: ..........................................................................................

SIGNED ON BEHALF OF (COMPANY NAME): ...........................................................

(PRINT NAME)

SIGNATURE: .......................... DATE: .............................................

IN HIS/HER CAPACITY AS: ..........................................................................................
G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on………………………20…….
Mr/Mrs……………………………………………………………………………………………………
(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)…………………………………………………………………………………………

IN HIS/HER CAPACITY AS:………………………………………………………………………………

SIGNATURE:………………………….. DATE:…………………………
**PRE – QUALIFICATION REQUIREMENTS**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Bid Document - All pages must be completed and signed (where signature is applicable) by the Bidder</td>
</tr>
<tr>
<td>1.2</td>
<td>Invitation to bid must be Completed and signed (SBD 1)</td>
</tr>
<tr>
<td>1.3</td>
<td>Original and valid Tax Clearance Certificate must be attached as stipulated (SBD 2)</td>
</tr>
<tr>
<td>1.4</td>
<td>Pricing Schedules must be fully completed and signed (SBD 3.3)</td>
</tr>
<tr>
<td>1.5</td>
<td>Declaration of Interest must be fully completed and signed (SBD 4)</td>
</tr>
<tr>
<td>1.6</td>
<td>Preference Points Claim Forms must be fully completed and signed (SBD 6.1)</td>
</tr>
<tr>
<td>1.7</td>
<td>Declaration of Bidder’s Past Supply Chain Management Practices must be fully completed and signed (SBD 8)</td>
</tr>
<tr>
<td>1.8</td>
<td>Certificate of Bid Determination must be fully completed and signed (SBD 9)</td>
</tr>
<tr>
<td>1.9</td>
<td>JV or Consortium Agreement where applicable must be attached</td>
</tr>
</tbody>
</table>

**FAILURE TO COMPLY WITH THE ABOVE MENTIONED PRE-QUALIFICATION INSTRUCTIONS WILL LEAD TO DISQUALIFICATION**
PART 3

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PROTOTYPE (MINIMUM STAFFING REQUIREMENTS) STAFF ESTABLISHMENTS ACCORDING TO DIFFERENT FUNCTIONS AND POWERS OF DIFFERENT CATEGORIES OF MUNICIPALITIES
APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PROTOTYPE (MINIMUM STAFFING REQUIREMENTS) STAFF ESTABLISHMENTS ACCORDING TO DIFFERENT FUNCTIONS AND POWERS OF DIFFERENT CATEGORIES OF MUNICIPALITIES

1. PURPOSE

To source proposals from organisational development experts to develop prototype (minimum staffing requirements) staff establishments (macro and micro structures) according to different functions and powers of different categories of municipalities.

2. INTRODUCTION AND BACKGROUND

2.1 The Constitution of the Republic of South Africa, 1996 (“the Constitution”) establishes government consisting of three spheres of namely, national, provincial and local spheres of government. The Constitution further provides for 257 municipalities in South Africa, comprising of the following three categories:
(a) **Category A** (comprising 8 metropolitan municipalities): A municipality that has exclusive executive and legislative authority in its area;
(b) **Category B** (comprising 226 local municipalities): A municipality that shares executive and legislative authority in its area with a category C municipality within its area it falls; and
(c) **Category C** (comprising 44 district municipalities): A municipality that has executive and legislative authority in an area that includes more than one municipality.

2.2 The implementation of the Local Government Turn Around Strategy adopted by national Cabinet in 2009 further groups municipalities into the following seven categories:
(a) **Metros**: Category A municipalities
(b) **Secondary cities (B1)**: All local municipalities referred to as secondary cities.
(c) **Large towns (B2)**: All local municipalities with an urban core. There is huge variation in population sizes amongst these municipalities and they do have large urban dwelling population.
(d) **Small towns (B3)**: These municipalities are characterised by no large town as a core urban settlement. Typically, these municipalities have a relatively small population, a significant proportion of which is urban and based in one or more small towns. Rural areas in this category are characterised by the presence of commercial farms, as these local economies are largely agriculturally based. The existence of such important rural areas and agriculture sector explains its inclusion in the analysis of rural municipalities.
(e) **Mostly rural (B4)**: These are characterised by the presence of at most one or two small towns in their areas, communal land tenure and villages or scattered groups of dwellings and typically located in former homelands.
(f) **Districts (C1)**: District municipalities that are not water services providers.
(g) **Districts (C2)**: District municipalities that are water service providers.

2.3 The Constitution outlines the objects of local government as follows:
(a) To provide democratic and accountable government for local communities;
(b) To ensure the provision of services to communities in a sustainable manner;
(c) To promote social and economic development;
(d) To promote a safe and healthy environment; and
(e) To encourage the involvement of communities and community organisations in matters of local government.

2.4 A category A, B or C municipality has, *inter alia*, the following functions and powers:

(a) Category A and B municipalities

A category A and B municipality has the –

(i) powers and functions assigned to it in terms of section 156 of the Constitution as listed in Part B of Schedule 4, Part B of Schedule 5 to the Constitution;
(ii) the right to administer any other matter assigned to it by national or provincial legislation;
(iii) power to make and administer by-laws for the effective administration of the matters which it has the right to administer;
(iv) municipal fiscal powers and functions assigned to it in terms of section 229 of the Constitution;
(v) right to exercise any power concerning a matter reasonably necessary for, or incidental to the effective performance of its functions; and
(vi) the powers and functions as provided for in Chapter 5 of the Municipal Structures Act, 1998 (Act No. 117 of 1998), excluding those powers and functions exclusively vested in the district municipality in whose area it falls.

(b) Category C municipalities

A district municipality is responsible for the achievement of integrated, sustainable and equitable social and economic development of its area as a whole by –

(i) Ensuring integrated development planning for the district as a whole.
(ii) Promoting bulk infrastructural development and services for the district as a whole.
(iii) Building the capacity of local municipalities in its area to perform their functions and exercise their powers where such capacity is lacking with emphasis on shared services.
(iv) Promoting the equitable distribution of resources between the local municipalities in its area to ensure appropriate levels of municipal services within the area.
(v) Potable water supply systems.
(vi) Bulk supply of electricity, which includes for the purposes of such supply, the transmission, distribution and, where applicable, the generation of electricity.
(vii) Domestic waste-water and sewage disposal systems.
(viii) Solid waste disposal sites, in so far as it relates to –
(aa) The determination of a waste disposal strategy;
(bb) The regulation of waste disposal; and
(cc) The establishment, operation and control of waste disposal sites, bulk waste transfer facilities and waste disposal facilities for more than one local municipality in the district.
(ix) Provision of municipal roads which form an integral part of a road transport system for the area of the district municipality as a whole.

(x) Regulation of passenger transport services.

(xi) Municipal airports serving the area of the district municipality as a whole.

(xii) Municipal health services.

(xiii) Fire-fighting services serving the area of the district municipality as a whole, which includes –

(aa) planning, coordination and regulation of fire services;

(bb) specialised fire-fighting services such as mountain, veld and chemical fire services;

(cc) coordination of the standardisation of infrastructure, vehicles, equipment and procedures; and

(dd) training of fire officers.

(ix) The establishment, conduct and control of fresh produce markets and abattoirs serving the area of a major proportion of the municipalities in the district.

(x) The establishment, conduct and control of cemeteries and crematoria serving the area of a major proportion of municipalities in the district.

(xi) The promotion of local economic development, including tourism for the area of the district municipality.

(xii) Municipal public works relating to any of the above functions or any other functions assigned to the district municipality.

(xiii) The receipt, allocation and, if applicable, the distribution of grants made to the district municipality.

(xiv) The imposition and collection of taxes, levies and duties as related to the above functions or as may be assigned to the district municipality in terms of national legislation.

(xv) Coordination of intergovernmental relations through the district coordinating forums.

2.5 Section 153 of the Constitution dealing with the developmental duties of municipalities provides that a municipality must structure and manage its administration, budget and planning processes to give priority to the basic needs of the communities, including the promotion of social and economic development of the communities.

2.6 Section 154 of the Constitution obliges national government and provincial government by legislative and other measures to strengthen the capacity of municipalities to perform their functions.

2.7 Section 51 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Municipal Systems Act") enjoins municipalities, within their administrative and financial capacity to establish and organise their administration in a manner that ensures that municipalities are responsive to the needs of local communities, facilitate a culture of public service and accountability and be focused on the objects of local government as outlined above.

2.8 Section 72 of the Municipal Systems Act empowers the Minister to make regulations or issue guidelines to regulate the setting of, *inter alia*, uniform standards for organising municipal administration/staff establishment. The first set of regulations made in fulfilment of the Minister’s regulatory powers (i.e. Regulation 4 of the Local Government: Regulations on appointment and conditions of employment of senior managers) requires that a municipality –

(a) must review its staff establishment only:
(i) after the election of a new council of the municipality;
(ii) after adoption of new integrated development plan of the municipality;
(iii) after the redetermination of new municipal boundaries; or
(iv) if there are any material changes to the functions of the municipality.

(b) must review its staff establishment having regard to the principles set out in the regulations, the functions and powers listed in Part B of Schedule 4, Part B of Schedule 5 to the Constitution, Chapter 5 of the Municipal Structures Act, and based on a municipality’s strategic objectives and its core and support functions; and

(c) may at least provide for the following separate departments on its staff establishment, to –

(i) provide development and town planning services;
(ii) provide public works and basic services to communities;
(iii) provide community services;
(iv) manage the finances of a municipality; and
(v) render corporate support services.

2.9 In fulfilment of the legislative and regulatory frameworks cited above, and in support of government’s resolve to build resilient administrative institutions as part of the implementation of the Back to Basics Programme, the DCoG would like to appoint a service provider to develop prototype (minimum staffing requirements) staff establishments according to different functions and powers of different categories of municipalities for adoption by municipalities while ensuring cost containment.

3. PROJECT SCOPE

3.1 The scope of this project is to develop prototype (generic minimum staffing requirements) staff establishments (macro and micro structures) according to different functions and powers of different categories of municipalities for adaptation by municipalities. The scope of the project is to:

(a) Conduct a diagnosis

The diagnosis should involve an analysis of whether the municipality’s service delivery model and staff establishment—

(i) support the municipality’s mandate;
(ii) are congruent with the regulatory framework;
(iii) support national and provincial priorities; and
(iv) support the municipality’s integrated development plan (IDP) and Service Delivery and Budget Implementation Plan (SDBIP).

Other factors that influence staffing numbers that must be analysed:
(i) The nature of the functions allocated to the municipality;
(ii) The types and extent of services it delivers;
(iii) Spans of control;
(iv) The labour intensity of operations or the extent of mechanisation;
(v) The extent of outsourcing.
(vi) The number of people required to produce a product or deliver a service applying the A work study may be necessary to be conducted; and
(vii) Equipment/tools required to support staff to render effective services.

The diagnosis should also –

(i) assess the environment and identify threats and opportunities;
(ii) identify strengths and weaknesses of the existing staff establishment;
(iii) motivate for change, taking into account financial and human resource consequences; and
(iv) identify risks associated with any proposed changes and ways in which those risks could be mitigated.

(b) Develop the service delivery model

(i) The service provider must ensure that the service delivery model reflects the municipality's mandate and meets its obligations to its community.

(ii) The development of a service delivery model should be guided by the following objectives:

(aa) The service delivery model should be effective to ensure that the municipality is capable of delivering on its mandate and the needs of communities; in an integrated way;

(bb) the service delivery model should be efficient to ensure that the municipality's services should be delivered in a cost effective manner; and

(dd) the service delivery model should be empowering to ensure that the municipality is able to develop and deploy the required capabilities of the municipality effectively.

(iii) Conducting a Value Chain Analysis of all the departments in the Municipality by means of:

(aa) Prioritising the municipalities objectives and set targets;

(bb) Identifying processes to be reengineered by analysing the current processes, identifying value adding processes and assessing the priority of processes.

(cc) Prioritising process improvement opportunities within processes, quantifying costs and benefits of process reengineering and prioritising opportunities on the processes and;

(dd) Designing and mapping business processes and process prototypes (where necessary).

(ee) Develop and present a report distinguishing between value-depleting and value-adding processes.

(iv) The service provider must –
(aa) analyse how service users and recipients are segmented into categories such as geographic areas, demographic groups, and socio-economic groups. Segmentation is guided by an understanding of community’s needs and expectations; and

(bb) distinguish between core service areas (core services, which tend to be externally focused, include economic development services, regulation services, and environmental services) and governance and support services (governance and support services enable delivery of core services, and include financial, human resources, information technology, legal, risk and governance, internal audit, strategy, performance monitoring and communication functions).

(v) To determine which services should be clustered (Services may be clustered according to various categories, including by function, service, geography, community segment, or a combination of these categories) and the extent to which they should be centralised or decentralised (the level of centralisation or decentralisation of the provision of a service may include assessing the desirability and feasibility of shared services).

(vi) To determine the extent to which technology may enable service delivery.

(vii) To consider alternative service delivery models, which may include outsourcing, in-sourcing, public-private partnerships, network relationships, and one-stop services like multi-purpose community centres.

(viii) The preferred way of organising the municipality’s services should be decided after identifying the options, and weighing the advantages and disadvantages of each, including thorough evaluation of the risks and opportunities that each option presents.

(ix) The service provider must conduct a benchmarking exercise with municipalities as per project sample with best service delivery practices internationally or developing countries and within South Africa, focusing on municipalities that may have an appropriate functional structure to support the population size serviced. It would be necessary to ensure that the exercise is balanced with internal support functions and appropriate mix of externally focussed functional structures especially in service delivery and its associated disciplines such as water, sanitation, electricity, roads and transport, etc.

(c) Development of organisational design principles

(i) Develop principles, norms and standards and procedures for organisational design/ review.

(ii) Determine levels of work into the following three broad categories:

(aa) The strategic level, which is focused on leading the organisation and engaging with stakeholders (the top levels);

(bb) The operational level, which is focused on planning, organising, and managing (mid-levels); and

(ee) The transactional level, which is focused on activities (lower levels).

(ii) Determine the level at which a job is located is important so as to –

(aa) guides staff on where they should be focusing their energies;

(bb) ensures the appropriate utilisation of resources;

(cc) facilitates the alignment of people and roles by matching the “right” people to the “right” roles; and
(dd) facilitates effective talent management and succession planning.

(d) Determine the span of control

(i) Develop the criteria for determination of typical span of control ratios (managers: staff)
(ii) Determine spans of control (total number of staff) reporting to one manager/supervisor for the sector.
(ii) Decisions around spans of control must be influenced by –

(aa) the industry/sector and size of the municipality;
(bb) the nature of the work, with routine functions usually having wider spans of control and specialist functions having narrower spans of control;
(cc) management methods, with managers who delegate effectively managing wider spans of control;
(dd) staff competence, with competent employees requiring less supervision; and
(ee) the degree of oversight required, with higher risk functions requiring greater supervision.

(e) Development of macro structure

(i) Develop the macro structure, which involves the top three levels for different categories of municipalities, taking into consideration the number and nature of jobs involved for the following seven categories of municipalities:

(aa) **Metros**: Category A municipalities.
(bb) **Secondary cities** *(B1)*: All local municipalities referred to as secondary cities.
(cc) **Large towns** *(B2)*: All local municipalities with an urban core. There is huge variation in population sizes amongst these municipalities and they do have large urban dwelling population.
(dd) **Small towns** *(B3)*: These municipalities are characterised by no large town as a core urban settlement. Typically, these municipalities have a relatively small population, a significant proportion of which is urban and based in one or more small towns. Rural areas in this category are characterised by the presence of commercial farms, as these local economies are largely agriculturally based. The existence of such important rural areas and agriculture sector explains its inclusion in the analysis of rural municipalities.
(ee) **Mostly rural** *(B4)*: These are characterised by the presence of at most one or two small towns in their areas, communal land tenure and villages or scattered groups of dwellings and typically located in former homelands.
(ff) **Districts** *(C1)*: District municipalities that are not water services providers.
(gg) **Districts** *(C2)*: District municipalities that are water service providers.

(ii) Disaggregate each service or cluster of services identified in the service delivery model into roles by determining the various components of each category of municipality such as development planning, economic development, which may include electricity, water, roads, and refuse removal and the various components of human resources management, which may include talent management, employee relations and human resources information management taking into consideration the best service delivery practices internationally or developing countries and within SA.

(iii) Develop macro structures for different categories of municipalities (including costs at average salary scales
(iv) Develop job descriptions, inclusive of job evaluation using the TASK job evaluation or any system that can be correlated to TASK job evaluation.

(v) Cost the proposed new structure and provide a break-down of calculations.

(vi) Regular reports to the Project Team and Project Steering Committee.

(f) Development of micro structure

(i) Develop the guidelines/ key processes that underpin each of the services in the service delivery model.

(ii) Identify ways of streamlining processes to increase efficiencies and effectiveness by focusing on areas overridden with red-tape/ bottlenecks, weak links, poorly defined processes, Low value-added actions, etc.

(iii) Determine the extent to which there is alignment between the macro and micro structure.

(iv) Determine micro structures for different categories of municipalities (including costs at average salary scales per different management levels).

(v) Develop job descriptions, inclusive of job evaluation using the TASK job evaluation or any system that can be correlated to TASK job evaluation.

(vi) Regular reports to the Project Team and Project Steering Committee.

NOTE: Each process should be supported by a decision rights (RACI) matrix that specifies who is responsible, who is accountable, who should be consulted, and who should be informed in respect of each activity in the process.

(g) Determine balance between support and line functions

(i) Determine a direct: indirect staff ratio of staff.

(ii) Ensure that an appropriate balance between support staff (support staff is considered an indirect headcount and provide ancillary support services) and operational staff (operational staff or line function staff are considered direct headcount and performs core service delivery functions) is achieved.

(iii) The direct: indirect staff ratio should measure how many staff members are dedicated to delivering services versus the number that support them.

(h) Implementation plan to support any change

(i) Develop an implementation plan that determine the impact of any change upon staff and the municipality’s finances.

(ii) Develop strategy for placement of staff from the defunct structure to the new structure.

(iii) Determine the following in order to help municipalities to maximise support for the change while minimising resistance to change:

(aa) Articulate the case for change, including the reasons for the change, how it will benefit the community, the municipality and staff.

(bb) Identify key stakeholders and their needs and interests.
(cc) develop a sequenced change management plan, detailing what will happen when, to whom, where, and how.
(dd) design a consultation process for engaging with stakeholders.

4. OBJECTIVE OF PROJECT

The objective of this project is to:

4.1 Develop norms and standards, including procedures for organisation of municipal administration (staff establishments).
4.2 Develop standard macro and micro structures (providing minimum staffing requirements) for different categories of municipalities for adaptation by municipalities.
4.3 Stop the bloating of administration.
4.4 Release funding meant for service delivery for provision of basic services.

5. PROJECT SAMPLE

5.1 In order to ensure that issues raised herein are covered adequately and comprehensively, it is critical that the sample for this assignment is sufficient and representative of all different categories of municipalities, including the Top Third, Middle Third and Bottom Third as classified through the Back to Basic Programme. The sample therefore will consist of 10% of category A, B and C municipalities from different provinces made up as follows:

(a) 2% of category A municipalities (Metropolitan municipalities).
(b) 5% of category B municipalities (Local municipalities).
(c) 3% of category C municipalities (District municipalities).

5.2 The service provider must make a recommendation in the proposal of sample of municipalities. Notwithstanding this, the DCoG will however make the final decision on the actual municipalities that will be taken at a briefing session between, the DCoG and the service provider.

6. METHODOLOGY

It is anticipated that the project methodology will comprise a combination of both desk-top and qualitative analysis. Service providers are expected to submit detailed project plans and methodologies clearly specifying output targets and milestones, required specifications, systems development and implementation and maintenance. The credibility of the entire process is paramount and quality assurance is key. The recommended actions must be based on a sound understanding of the legal framework and of organisational review/ design. All risks and implications must be highlighted.

7. DELIVERABLES
The project deliverables are as follows:

(a) A project plan outlining the desired outcomes, timelines and cost for the project.
(b) A diagnostic analysis and report.
(c) A service delivery model for local government.
(d) Guidelines of levels of work at strategic, operational and transactional levels.
(e) Criteria for determination of typical span of control ratios (managers/ supervisors : staff)
(f) Organisational design principles, norms and standards and procedures.
(g) A costed prototype (minimum staffing requirements) macro structures for different categories of municipalities.
(h) A costed prototype (minimum staffing requirements) micro structures for different categories of municipalities.
(i) Guidelines on direct: indirect staff ratios of staff to bring a balance between support and line functions.
(j) Job descriptions evaluated on TASK or any system that can be correlated to the TASK
(k) Consultation protocols with key stakeholders.
(l) Migration strategy for placement of staff from the defunct structure to the new structure.
(m) Implementation plan to support change.

8. **TIMEFRAME**

The project commences upon date of signing of the Service Level Agreement (SLA) between the DCoG and the service provider and should not exceed a period of twelve (12) months from date of commencement.

9. **SKILLS AND KNOWLEDGE REQUIREMENTS**

Service providers must have:

9.1 Acknowledged understanding of the legislative landscape of the system of local government in South Africa, including powers and functions of the different categories of municipalities.

9.2 Advanced research, policy analysis, development skills, including a well-developed knowledge of human capital philosophies, strategies, practices, etc.

9.3 Advanced understanding of norms and standards for organisational development/ design philosophies, including different scientific models used to determine the appropriate staff establishments.

9.4 Advanced knowledge and proven track record (experience) in managing large-scale projects in huge organisations. Proven experience in local government will be an added advantage. Bidders must also provide supporting evidence of the team of consultants to undertake the project.

9.5 Ability to identify risks, new opportunities and develop appropriate solutions and strategies to leverage the local government reform trajectory.

9.6 Advanced analytical, diagnostic, transformation, report writing, presentation, and project management and facilitation skills.
10. **IMPLEMENTATION FRAMEWORK**

10.1 The service provider must provide a project plan of how the project will be carried out, indicating key tasks, deliverables and timeframes.

10.2 In addition, the successful service provider will be required to set up the Project Steering Committee that must meet fortnightly to guide the roll-out of the project.

11. **INSTITUTIONAL ARRANGEMENTS**

The service provider will be required to adhere to a reporting framework that includes the Department of Cooperative Governance (the **DCoG**) and any other key stakeholders as may be determined by the **DCoG**.

12. **REPORTING**

The successful service provider will be required to report progress on the project to the DCoG Project Team and Project Steering Committee fortnightly in a form of a word version report and PowerPoint presentation. Progress will be monitored according to the agreed schedule and details contained in the project plan.

13. **TERMS AND CONDITIONS**

14.1 Every service provider appointed will sign a service level agreement with the **DCoG**.

14.2 The service providers will be required to sign confidentiality and indemnity agreements with the **DCoG**.

14.3 The intellectual property rights arising from the execution of the contract itself shall vest in the client (DCoG) and the contractor undertakes to honour the client’s intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

14.4 Resources and service providers are not guaranteed any work under these terms of reference.

14.5 The basis of engaging service providers will be on an assignment basis.

14.6 **DCoG** reserves the right to interview resources that are short-listed for specific assignments.

14.7 **DCoG** may, at its sole discretion, award an assignment or any part thereof to more than one panel member.

14.8 The service providers may not cede or assign any part of its agreement with **DCoG** nor subcontract any part of the work assigned to them without the prior written authorization of **DCoG**

15. **EVALUATION CRITERIA**

15.1 The bid will be evaluated in two stages –

(a) **First Stage**: functionality will be assessed as per Scorecard.
(b) **Second Stage**: the qualifying bidders in the **First Stage** will be evaluated further for price and BEE Contributor Level using 90/10 preference point system as prescribed in Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2011 and approved DCoG Supply Chain Management Policy 2013. The evaluation will be done as follows.

15.2 **EVALUATION CRITERIA FOR ALL RECEIVED PROPOSALS**

The system comprises the following four elements:

(i) Functionality..........................................................100
(ii) Price.................................................................90
(iii) B-BEEE Contributor level........................................10

**Phase 1: Compliance with minimum requirements of bid**

(i) All bids duly lodged will be evaluated to determine compliance with requirements and conditions of the bid. All proposals that do not comply with the requirements/conditions of the bid will be disqualified.

(ii) All bids that comply with the minimum requirement/conditions of the bid will be evaluated in two stages - **First Stage**: Functionality will be assessed as per Scorecard and then **Second Stage**: The qualifying bidders in the **First Stage** will be evaluated further on price and BEE Contributor Level using 90/10 preference point system as prescribed in Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2011 and approved CoGTA Supply Chain Management Policy 2013. The evaluation will be done as follows.
STAGE 1
Phase II - Score for Functionality
SCORECARD FOR FUNCTIONALITY

The following criteria will be applied for functionality to assess all the bidders who complied with minimum requirements:

<table>
<thead>
<tr>
<th>Functionality Criteria</th>
<th>Sub-Criteria</th>
<th>Scale</th>
<th>Weight</th>
<th>HIGHEST POSSIBLE SCORE</th>
</tr>
</thead>
</table>
| Understanding of the ToR | Understanding of the scope of work and desired outcomes | Re-stating the scope of work = 2
Demonstrating an understanding of the scope of work based on limited experience = 3
Demonstrating an understanding of the scope of work based on substantial experience = 4
Demonstrating an understanding of the scope of work based on substantial experience with added value & innovation = 5 | 2 x 5 | 10% |
| Approach and methodology | Detailed and executable project plan demonstrating understanding of the required methodology | Re-stating the scope of work = 2
Re-organising the scope of work into clear project plan = 3
Re-organising the scope of work into clear business plan plus value add = 5 | 3 x 5 | 15% |
| Capacity of the service provider to deliver the project | Demonstration of the core (OD) team’s collective experience in managing large scale projects | 0 to 2 years’ experience =1
3 to 5 years’ experience = 2
6 to 10 years’ experience = 3
11 to 15 years’ experience = 4
More than 15 years’ experience = 5 | 8 x 5 | 40% |
| Service provider’s proven experience in managing large scale OD projects | An established track record of large-scale organisational development/ design projects successfully executed | No projects = 1
1 to 2 similar projects = 2
3 to 5 similar projects = 3
5 to 10 similar projects = 4
More than 10 similar projects = 5 | 6 x 5 | 30% |
| Approach on transfer of skills and capacity building | Detailed transfer of skills and capacity building programme | Some commitment to transfer of skills = 2
Detailed approach to skills transfer = 5 | 1 x 5 | 5% |

**TOTAL POINTS** | **100%**
(bb) Bids will be rated in respect of each criterion on a scale of 1 – 5 i.e. 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good and 5 = Excellent. The maximum possible score that can be achieved for functionality is 100.

(cc) The average score is calculated for each bid by adding the individual scores awarded by the members of the Bid Evaluation Committee and dividing the total by the number of members. **Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be evaluated further and will not pass to STAGE 2 of this Bid.**

**STAGE 2**

**Evaluation in terms of the 90/10 preference point system**

(i) All received bids will be evaluated in terms of the 90/10 point system as stipulated in the Preferential Procurement Regulations, 2011. 90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

(ii) Points for price will be calculated only for shortlisted bidder/s as follows:

Where:

\[
Ps = \text{Points scored for competitive price of bid or offer under consideration;}
\]

\[
Pt = \text{Competitive price of bid or offer under consideration; and Pmin = Competitive price of lowest acceptable bid or offer}
\]

(a) **The maximum possible score that can be achieved for price is 90 points**

**NB:** Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 10 points for B-BBEE.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
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<tr>
<td>2</td>
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<td>3</td>
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<td>7</td>
<td>2</td>
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</tbody>
</table>

**Note:** No preference will be awarded without submitting of a valid B-BBEE certificate or a consolidated B-BEE Certificate.
in case of a Joint Venture, Trust or Consortium and total points scored will be calculated by adding points scored for price and B-BBEE Contributor Level.

16. **AWARDING OF BID**

16.1 The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy and Preferential Procurement Regulations of 2011.

16.2 In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Regulations 2011)

**NOTE:** The DCoG reserves the right not to award this bid or appoint the bidder with the lowest price and may award this bid to more than one service provider.

13. **ENQUIRIES:**

All enquiries relating to this document should be directed to:

**Enquiries**

**Terms of Reference:**
Contact Person: Jackey Maepa  
Telephone: (012) 334 4915  
E-mail: jackeym@cohta.gov.za

**Procurement Procedures:**
Contact Person: Mr. Kwazi Shezi  
Telephone: 012 334 0848  
Email: KwaziT@cohta.gov.za  

Contact Person: Mr. Sandiso Mabija  
Telephone: 012 334 0823/24  
Email: Sandisom@cohta.gov.za

A compulsory briefing session will as indicated on the cover page, and no bidder will be allowed to bid if they have not attend the briefing session. The list of municipalities for the project be issued at the briefing session. For sucessful and appointed bidders, allocation of municipalities will be undertaken by the department.
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) Ensure that clients are familiar with the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean the plural and vice versa and words in the masculine also mean 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 should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions.

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.


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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards.

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 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 purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security
7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses.
8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies
which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.
9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents
10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance.
11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation.
12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services.
13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
   (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
   (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
   (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
   (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. **Spare parts.**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

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

19. Assignment
19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts.
20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.
21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties
22.1 Subject to GCC Clause 2, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default
23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
   (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
   (b) If the Supplier fails to perform any other obligation(s) under the contract; or
   (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard he intended penalty as not objected against and may impose it on the supplier.
23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   (i) The name and address of the supplier and / or person restricted by the purchaser;
   (ii) The date of commencement of the restriction
   (iii) The period of restriction; and
   (iv) The reasons for the restriction. These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.
23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10
years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights
24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure
25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

27. Settlement of Disputes
27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter 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 specified in the SCC.
27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of liability**
28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

30. **Applicable law**
30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

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

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

32. **Taxes and duties**
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. **National Industrial Participation (NIP) Programme**
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a
horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of Restrictive practices

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
Part 4 – Schedule B
Government Procurement
Special Conditions of Contracts

(a) Intellectual property rights and ownership of material

All intellectual property rights relating to any work produced by the service providers in relation to the performance of this Contract shall belong to DCoG. The service providers shall give DCoG any assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of DCoG, and must be handed over to the DCoG within one month from date of completion of the contract.

The service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the DCoG emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify the DCoG against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

(b) Amendments and variation

The terms of reference together with the offer made by the successful bidder, the acceptance thereof by the DCoG as well as the General Conditions of Contract shall constitute the formal agreement between the DCoG and the successful bidder. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

(c) Settlement of Disputes

The period of thirty days (30 days) referred to in the General Conditions of Contract in paragraph 27.2 is hereby amended to 7 days.

(a) Monthly assessments

Assessments of the performance of the service provider will be conducted on a monthly basis. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service provider who will have one week to rectify the deficiency, failing which the contract will be terminated.

The assessment will take the form of a meeting between members of the governance structure of the DCoG and the service provider, where the project progress will be discussed against timeframes and deliverables.

Notwithstanding the above, the performance of the successful service provider will be evaluated annually and provision will be made in the Service Level Agreement that any contract entered into between the DCoG and the service provider will be cancelled for poor performance or breach of contract. Acceptance of any tender by the DCoG does not guarantee that work will continue uninterrupted for the duration of the tender period. Each tenderer must make its services available to the DCoG for the duration of this tender.
(b) **Termination of the contract**

(i) If the service provider does not start to work on the project immediately after 7 days written notice, addressed to his domicilium address to start, this contract may be cancelled forthwith.

(ii) This contract may be cancelled for reasons **other** than poor performance or breach of contract by giving the service provider 7 days written notice to rectify or address the cause of concern where-after the DCoG shall have the right to summarily cancel the contract upon written notice to the service provider.

(iii) Depending on the assessments done by the Senior Manager: Local Government Policy System or any designated person, under paragraph 14(d) above, the service provider may in writing be required to rectify his/her poor performance, failing which the contract with the service provider will be terminated.

(c) **Communication**

All communication must be done via the **Mr. J. Maepa** or any designated person, who is the designated contract officer of the DCoG responsible for the management of the contract.
# Part 4 - Schedule C

## PRICING SCHEDULE

(Professional Services)

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>TOTAL BID PRICE VAT INCLUSIVE (In SA Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoGTA (T) 03/2016</td>
<td>APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PROTOTYPE STAFF ESTABLISHMENTS ACCORDING TO DIFFERENT FUNCTIONS AND POWERS OF DIFFERENT CATEGORIES OF MUNICIPALITIES</td>
<td></td>
</tr>
</tbody>
</table>

Are the rates quoted firm for the full period of contract?  
*YES/NO*

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.  

---

**SIGNATURE**  
**DATE**  
**CAPACITY**
Part 4 – Schedule D
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

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

2. 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, shareholder²): .................................

2.4 Company Registration Number: ..........................................................................................

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.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;

²Shareholder: person who has the right to a share in the profits of a company, or a share in the capital of a company or a trust.
2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ..........................................................

Name of state institution at which you or the person connected to the bidder is employed: ..........................................................

Position occupied in the state institution: ..........................................................

Any other particulars:

........................................................................................................
........................................................................................................
........................................................................................................

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

2.7.2.1 If yes, did you 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.

2.7.2.2 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 twelve months? **YES / NO**
2.8.1 If so, furnish particulars:

........................................................................................................
........................................................................................................
........................................................................................................

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

2.9.1 If so, furnish particulars.

........................................................................................................
........................................................................................................
........................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state 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 of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

........................................................................................................
........................................................................................................
........................................................................................................
## 3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Reference Number</th>
<th>Tax State Number / Employee Number / Persal</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

## 4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………
Signature

…………………………………
Date

…………………………………
Position

…………………………………
Name of bidder
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 exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td></td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td></td>
</tr>
<tr>
<td>points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) “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;

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

(e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) “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;

(g) “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;

(h) “contract” means the agreement that results from the acceptance of a bid by an organ of state;

(i) “EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) “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;

(k) “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;

(l) “non-firm prices” means all prices other than “firm” prices;

(m) “person” includes a juristic person;

(n) “QSE” means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) “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;

(p) “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;

(q) “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;

(r) “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

(s) “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 must be rounded off to the nearest 2 decimal places.

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

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

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

4. **POINTS AWARDED FOR PRICE**

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

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

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

Where

- \( Ps \) = Points scored for comparative price of bid under consideration
- \( Pt \) = Comparative price of bid under consideration
- \( P_{min} \) = Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-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 contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>
5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

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

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

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

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

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)
8. **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

![YES NO]

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.

*(Tick applicable box)*

![YES NO]

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

........................................................................................................................................  
........................................................................................................................................  
........................................................................................................................................  
........................................................................................................................................  

9.6 **COMPANY CLASSIFICATION**  

☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.
9.7 Total number of years the company/firm has been in business:____________________________

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(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 favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution.

WITNESSES
1. .............................................
2. .............................................

.............................................
SIGNATURE(S) OF BIDDERS(S)

DATE: .............................................
ADDRESS .............................................
.............................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused 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.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons 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).</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

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

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________
(Name of Institution)

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

I certify, on behalf of: _______________________________________________________
(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 authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) Has been requested to submit a bid in response to this bid invitation;
(b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(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 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.

..........................................................  ..................................................
Signature                                                                                   Date

..........................................................
Position                                                                                      

..........................................................
Name of Bidder
DECLARATION THAT INFORMATION PROVIDED IN THIS BID IS TRUE, CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

..............................................................................................................................

WHO REPRESENTS (state name of bidder)

..............................................................................................................................

AM AWARE OF THE CONTENTS CONTAINED IN THIS DOCUMENT, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

..............................................................................................................................

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE : ...........................................................................
TENDER AWARDS

1. DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

(a) Persons aggrieved by decisions or actions taken by the Department of Cooperative Governance in the implementation of its supply chain management system, may lodge within 21 days of the decision or action, a written objection, complaint, query or dispute against such decision or action.

(b) Objections, complaints, queries or dispute must be submitted in writing to the Senior Manager: Supply Chain Management System, Department of Cooperative Governance, Private Bag X804, Pretoria, 0001 or be handed in personally to Senior Manager: Supply Chain Management System, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001.

2. APPEALS

(a) In terms of section 3 of the Promotion of Administrative Justice Act, 3 of 2000 a person whose rights or legitimate expectation are adversely affected by the decision taken by the Department in the implementation of its supply chain management system, has the right to be given adequate notice of the right to request reasons for such decision or maybe given an adequate notice of any right of internal appeal and a reasonable opportunity to make representations, within 21 days of the date of the notification of the decision.

(b) Appeals must be submitted in writing to the Senior Manager: Supply Chain Management System, Department of Cooperative Governance, 87 Hamilton Street, Arcadia 0001.

Such appeal must contain the following:

(i) Reasons and /or grounds for the appeal.
(ii) The way in which the appellants rights have been adversely affected.
(iii) The remedy sought by the appellant.

Where the person whose rights have been adversely affected cannot read or right, such person must solicit the assistance of any person to lodge the appeal or may solicit the assistance of any official of the Department to help him/her lodge such appeal.

3. RIGHTS TO APPROACH THE COURTS IN TERMS OF THE PROMOTION OF ADMINISTRATIVE JUSTICE ACT, 3 OF 2000 (PAJA) AND PROMOTION OF ACCESS TO INFORMATION ACT, 2 OF 2000 (PAIA)

A person who is aggrieved by the decision of the appeal tribunal of the Department, may institute proceedings in a court or tribunal for the judicial review of such administrative decision of the supply chain management systems in terms of section 6 of PAJA.

He/she may also request access to information in order to advance his/her proceedings in court.
(a) All legal process and pleadings must be served on the Director-General, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001.

(b) All request in terms of the Promotion of Access to Information must be submitted in writing to the Information Officer, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001 by e-mail to: Thinavhuyos@cogta.gov.za.