



Bid No.	CoGTA (T) 01/2014	
Bid Description	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT IMPLEMENTATION EVALUATION OF THE FREE BASIC SERVICES (FBS) PROGRAM	
Contact Person/s:		Mr C Malehase and Mr SO Mabija
Technical Terms of reference:	Name:	Mr C Malehase
	Telephone No:	(012) 334 4929
	Email address:	chrism@cogta.gov.za
Bid Procedures:	Name:	Mr SO Mabija
	Telephone No:	(012) 334 0823
Compulsory bid briefing	Venue, Date and Time	S37, S Floor 87 Hamilton Building, c/o Hamilton and Johannes Ramokhoase Streets, , 09May 2014 at 10:00
Closing time and date for bid and venue	Time and Date:	11:00 on the 23 May 2014 at No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Foyer
	Condition	Bids received after the closing time and date will not be accepted for consideration Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Cooperative Governance.
Delivery address and conditions for delivery of bids	Delivery address:	No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Pretoria, Arcadia (Bid Box is placed in the Foyer at the ground floor)
		Bidders must ensure that the bids are delivered timeously to the correct address. The bid box will be open from: <ul style="list-style-type: none"> • Monday to Friday – 08h00 to 16h30

- 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

INVITATION TO BID

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(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); OR.....

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.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department of Cooperative Governance

Contact Person:Mr SO Mabija

Tel:012 – 334 0823

Fax: 012 – 334 0624

E-mail address: sandisom@cogta.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:Mr C Malehase

Tel:012 – 334 4929

Fax: 012 – 334 0624

E-mail address:chrism@cogta.gov.za

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DEFINITIONS

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 <ul style="list-style-type: none"> o The cover page and the table of content and definitions o Part 1 which details the Conditions of Bid; o Part 2 which details the Terms of Reference relating to the service o Part 3 which contains all the requisite bid forms and certificates; <i>As read with GCC – General Conditions of Contract</i>
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;

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 2 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 where required.**

2.3 **It is a requirement that an original valid Tax Clearance Certificate be submitted with the bid.**

2.4 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 before the closing time and date stipulated above in the bid box 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 days after the briefing session will cut off enquiries.

5. COMPULSORY BID BRIEFING/SESSION

The details of the compulsory briefing session are indicated on the cover page of the bid. Bidders who do not attend and sign the register will be disqualified.

6. TAX CLEARANCE

The bidder should submit an original valid tax clearance certificate together with the bid documentation. A pro forma application for Tax Clearance Certificate (SBD 2) is attached as Part 4 – Schedule B. Bidder must take specific note of the conditions stipulated in SBD 2. Tax clearance certificate and B-BBEE certificate must be renewed every 12 months and must be submitted to Supply Chain Management.

7. PRICING

7.1 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.

7.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX**

7.3 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

8. DECLARATION OF INTEREST

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

9. 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

10. 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

11. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid and disclose the experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 4 – Schedule H.

12. 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. These details should be submitted on the form attached as Part 4 – Schedule I.

13. CONSORTIUM / JOINT VENTURE

- 13.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 13.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 13.2.1 It shall be signed so as to be legally binding on all consortium members;
- 13.2.2 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;
- 13.2.3 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;
- 13.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 13.2.5 Each party to the Consortium must submit a BBBEE Status Level Verification certificate.
- 13.2.6 Each party to the Consortium must submit an original and valid Tax Clearance Certificate.
- 13.2.7 Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

14. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service. These details should be submitted on the form attached as Part 4 – Schedule J

15. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office base in the province (see Part 3 of this invitation to bid). These details should be provided on the form attached as Part 4 – Schedule J which completed form, must be submitted together with the bid.

16. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 4- Schedule K.

17. PREFERENCE POINTS CLAIM FORMS

Part 4 – Schedule E contains the Preference Points Claim Forms (SBD 6.1) in terms of Preferential Procurement Regulations, 2011 to be completed and signed by the bidder to the extent applicable and returned with this bid.

18. 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.

19. 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.

20. NO RIGHTS OR CLAIMS

21.1 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.

21.2 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.

22. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

22.1 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.

22.2 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.

23. ACCURACY OF INFORMATION

23.1 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.

23.1.1 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.

24. COMPETITION

24.1 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.

24.1.1 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.

24.1.2 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.

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

25. RESERVATION OF RIGHTS

25.1 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:-

25.1.1 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;

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

25.1.3 Reject all responses submitted by bidders and to embark on a new bid process.

25.1.5 Award the bid to one or more than one service provider.

25. CONDITIONS AND MINIMUM REQUIREMENTS

25.1 The DCoG seeks applications only from organizations which satisfy the following minimum criteria, and provide the support documents and information specified in these Terms of Reference:

25.1.1 Interested bidder must have a bank account, submit one set of audited financial statements (not older than two (2) years), a SARS tax clearance certificate.

25.1.2 Interested bidder must have prior experience of successfully managing and implementing a contract to deliver outcomes similar or comparable to the bid, with government or a public or private company;

25.1.3 Interested bidder must have an organizational infrastructure with fully-equipped office premises;

- 25.1.4 The team proposed by the bidder and the *curriculum vitae* of each team member (**it is compulsory to attach certified copies of qualifications**).
- 25.1.5 List of previous and current relevant contracts awarded to the bidder as well as client references and value of contracts (**Applicable template to be filled is attached C**).
- 25.1.6 Financial standing of the bidder will be considered and bidders are required to submit documentary proof to demonstrate financial capability in the form of:-
- 25.2 24.1.8.4 Form Part 4 schedule K must be completed accordingly.

25. PRE – QUALIFICATION – PHASE ONE: ADMINISTRATIVE COMPLIANCE

1.1	Bid Document (This Document - All pages must be completed and signed (where signature is applicable) by the Bidder
1.2	Invitation to bid (Completed and signed) (SBD 1)
1.3	Original and valid Tax Clearance Certificate as stipulated (SBD 2)
1.4	Proof of registration as a CIPC (Previously known as CIPRO)
1.5	Pricing Schedules (SBD3.3)
1.6	Declaration of Interest (SBD 4)
1.7	Preference Points Claim Forms (SBD 6.1)
1.8	Declaration of Bidder's Past Supply Chain Management Practices Invitation to bid (SBD 8)
1.9	Certificate of Bid Determination (SBD 9)
1.10	Qualifications and Experience - completed and signed- CV of the project team(Schedule G)
1.11	JV or Consortium Agreement where applicable
1.12	Organisational Structure (Schedule H)
1.13	Details of Bidder's nearest office (Schedule J) Domicile and operational area of bidder. <i>The assessment of these will be conducted on additional reports that may be requested and through a due diligence process</i>
1.14	Original letters from the bidder's clients confirming the nature of work/projects completed relevant to this assignment
1.15	Certified copies of bank statements for latest three months in 2014 and Certified copies of 2012 and 2013 Audited Annual Financial Statements
1.16	For a new entity, the latest Audited Financial Statement and bank statement for a consecutive period of three months for the latest financial year period.
Failure to submit the above shall invalidate your bid.	

27.1 EVALUATION CRITERIA

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 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 CoGTASupply Chain Management Policy 2013. The evaluation will be done as follows:

Stage 1

SCORECARD FOR FUNCTIONALITY

The following criteria and weights will be applied when bids are assessed for functionality:

Phase Two – Document Evaluation			
CRITERIA: DOCUMENT EVALUATION	SUB CRITERIA	SCALE	WEIGHTS
<ul style="list-style-type: none"> • Bidders extensive experience relevant to the assignment and references for previous projects completed • Recognized tertiary qualifications (i.e advanced diploma/degree) and experience of key staff (assigned personnel) in relation to the scope of work: <ul style="list-style-type: none"> (a) Project Management (b) Project Management, Evaluation studies/Development studies (c) Project Management, Evaluation Studies/Development Studies/Public Policy & Administration and Research Knowledge (d) Project Management, Evaluation Studies/Development Studies/Public Policy & Administration and Research Knowledge and Financial Management (e) All of the above qualifications 	0-1 year	1	7
	2-3 years	2	
	4-5 years	3	
	6-7 years	4	
	8+ years	5	
<ul style="list-style-type: none"> • Bidders understanding of the Terms of Reference. Proposed approach/methodology which responds to the proposed scope of work that demonstrate understanding of required work 	1 Poor	1	7
	2 Acceptable	2	
	3 Good	3	
	4 Very Good	4	
	5 Excellent	5	

- (a) 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**.
- (b) 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 Evaluation Criteria.**

Stage 2

Evaluation in terms of the 90/10 preference point system

The bid 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.

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

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for competitive price of bid or offer under consideration;

P_t = Competitive price of bid or offer under consideration; and

P_{\min} = Competitive price of lowest acceptable bid or offer

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

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.

Part 2

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT IMPLEMENTATION EVALUATION OF THE FREE SERVICES (FBS) PROGRAM

I.	Introduction, Background and Description of FBS Program	
II.	Problem the Intervention Focuses on	
III.	Purpose of the Evaluation	
IV.	Evaluation Target and Scope	
V.	Objective and Key Questions	
VI.	Evaluation Approach and Methods	
VII.	Data Analysis	
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X.	Products Expected from Evaluation (Deliverables)	
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1. Introduction, Background and Description of the FBS Program

The concept of Free Basic Services (FBS) was developed in response to the need to provide citizens classified as indigents with a basic level of service, a right which is cemented in the South African constitution. Cabinet took a decision to roll out FBS in 2000, first with Free Basic Water (FBW) in 2001, followed by Free Basic Electricity (FBE) in 2003. Subsequently Free Basic Sanitation and Refuse Removal were provided to indigent households following approval of the respective implementation strategies. Indigents are defined as households who are unable to pay for services due to a lack of sufficient means or income. In such cases FBS are services provided at a minimum charge by municipalities depending on indigent household level of consumption. The FBS programme focuses on providing the following services to indigent households:

- Free basic water (FBW);
- Free basic sanitation (including disposal of human excreta, household waste etc.);
- Free basic energy (including electricity and alternate forms of energy); and
- Free basic refuse removal (Waste management).

In spite of the lack of a national indigent policy in 2000 to guide municipalities on how to implement the programme, a majority of municipalities implemented the programme nonetheless. Lack of policy allowed non-indigent households to also benefit from the programme, immensely disadvantaging intended beneficiaries of the programme. As a result, government is unable to justify progress made, in spite of the equitable share subsidy on FBS program. All these challenges overshadow government's commitment to the provision of services and poverty alleviation to poor households.

In the year 2004 and 2006, respectively, a breakthrough was made when the erstwhile dplg developed and implemented FBS policy and guidelines to guide municipalities to roll-out FBS programme. The rolling out of the indigent policy and guidelines enforced common framework and understanding of what constitutes indigent households who should benefit from FBS programme. In spite of all developments, the pace at which municipalities move in rolling out FBS is too slow and continue to elude government to ensure speedy access by indigent households. It is not clear what impediments exist preventing accelerated access of

FBS by indigent households. There is general consensus that the pace of access is too slow and needs to be turned around as urgently as possible.

Also, it still remains a challenge whether the implementation of the indigent policy benefits indigent households to the extent where government can fully demonstrate achievements of ensuring that all indigent households on municipal indigent registers have access to FBS, contributing towards poverty alleviation. In light of these developments, DCoG is embarking on implementation and economic evaluations (formative/process evaluation) to examine the ways in which FBS programme is implemented. It will closely examine whether or not the assumed 'operational logic' correspond with actual operations and identifies the immediate consequences the implementation (stages) produces. It has therefore become a high level priority of our government to accelerate access of FBS by indigent households who qualify to contribute towards the achievement of the 2030 targets.

2. The Problem the Intervention Focuses on

The National Census in 2001 revealed a baseline of 5,5 million households that were poor and distressed and could not make ends meet without some form of government support. All 5.5 million households were then targeted for subsidy support in the area of basic services (i.e. free basic water, free basic electricity, free basic sanitation and free basic waste removal) provided the level of consumption fall within the prescribed policy limit. However, twelve years since implementation, programme has not benefitted targeted indigent households. Worse even, is the fact that, in some instances beneficiaries of the programme are those that are not intended to benefit; hence the evaluation to try and come up with implementation modalities that will result into recommendations which will be implemented to accelerate access and ensure effective and efficient implementation of the programme going forward, and ultimately realize 2030 vision.

3. Purpose of the Evaluation

- 3.1 DCoG is undertaking Implementation and economic evaluation (*formative/process evaluation*) to examine whether or not the assumed "operational logic" of the FBS implementation corresponds with the actual operations and identifies which features are working well and which features are not to ensure accelerated roll-out of FBS to indigent households.
- 3.2 the purpose of the FBS evaluation will then focus on determining, as systematically and objectively as possible, the programme's (i) functionality, (ii) efficiency, (iii) effectiveness, (iv) and sustainability to the wellbeing of the indigent/poor households of South Africa.
- 3.3 the evaluation will reliably and representatively assess the extent to which the FBS programme is successfully achieving its desired results, make strategic recommendation on how DCoG and other poverty alleviation programmes can strengthen the FBS programme so that government can achieve its results in poverty alleviation to the greatest extent possible. In summary, this evaluation will identify implementation modalities, strategies and actions and make recommendations that DCoG will implement to accelerate provision of Free Basic Services to indigent households.

4. Evaluation Target and Scope

The evaluation will focus on sector departments (i.e. DHS, Energy, DWA, DEA, NT DCoG); SALGA, 9 Provincial COGTAs; all 278 municipalities and sampled communities stratified as per current municipal categories A, B & C. It will be added value if the categories are also looked at with the context of rural, urban and peri-urban. A minimum of one physical visit to all 278 municipalities and visit(s) to nine provinces shall be undertaken. The scope of the evaluation will cover programme activities from 2007 to 2013. Also, the evaluation will:

Identify major challenges and factors that the programme face and have negatively affected its performance level against the criteria outlined under purpose (3.2) as follows:

- Assess functionality of the program at national, provincial, district, local levels; including sampled beneficiary levels;
- Assess efficiency of the programme at district and local levels;
- Assess effectiveness of the programme at provincial, district, and local levels; and
- Assess sustainability of the programme at provincial, district and local levels.

The evaluation will also identify lessons learnt and provide implementable recommendations which will promote acceleration of access to FBS to the intended beneficiaries. The appropriateness of coordination, partnership with stakeholders and practices across the three spheres of government (National, Provincial and Local) will also be assessed. In summary, this evaluation will cover strategic, procedural, technical, and managerial aspects and consider issues of functionality, efficiency, effectiveness and sustainability. The evaluation will identify factors that have facilitated and/or impeded the achievement of speedy roll-out of FBS program and should result in recommendations and lessons learnt that will help in re-orientating and re-prioritizing programme strategies and managerial arrangements as needed.

5. Objective and Key Questions

5.1 The overarching objective to be addressed by the evaluation is:

To reliably and representatively evaluate the extent to which FBS program is implemented and achieving its desired results ensuring that all indigent households have access to FBS and make strategic recommendations on how DCoG can best coordinate the programme and achieve intended results to the greatest extent possible.

5.2 Key Questions

This evaluation should provide comprehensive answers on what has/has not worked well in the implementation of the FBS program?

5.2.1 Functionality: To what extent has DCoG met its objectives of (a) coordination of stakeholders and provinces to provide support to municipalities in the provision of FBS (b) developed systems and mechanisms to track progress in the provision of Free Basic Services to indigent households? What proportion of households receiving FBS is indigent, and what proportion constitutes others?

5.2.2 Efficiency: Were human, financial, institutional and technical resources used in the most efficient and cost-effective way by municipalities to implement FBS programme? Why are many municipalities arguing that equitable share subsidy for the indigents is not enough? Are municipal funds (equitable share and other revenues) being prioritized to ensuring the provision of FBS? And what evidence exists that municipalities use the subsidy for the intended purpose?

6.2.3 Effectiveness: To what extent were municipalities committed to produce expected outputs of (a) increased indigent households have access to FBS (b) political will by councils of municipalities to provide FBS to indigent households; achieving programme purpose and contribute to its goals.

5.2.4 Sustainability: How could the FBS implementation be strengthened for better impact on targeted households?

6. Evaluation Approach and Methods

To fulfil the objective of the FBS assessment outlined in 5.1, both quantitative and qualitative evaluation methods should be employed. The evaluation will collect maximum primary and secondary data to make informed decisions. Data collection will also combine focus groups of sampled communities that are intended beneficiaries of FBS. Sampled participation of members of community will be representative of current municipal categories (i.e. A, B & C) where applicable across all nine provinces.

The evaluation shall collect information on documentation review and desktop, interviews with key stakeholder's, field visit participatory techniques and other approaches. Similar evaluations that may be available in the National Research Foundation (NRF) data base and/ or other research sources will be reviewed to inform current evaluation. Other related work and/ or case studies completed and similar report by the Demarcation Board should be reviewed to inform the evaluation. Evaluation will also rely on information gathered through interviews with program staff at national, provincial, district and local levels. Mixed method approaches will be employed to satisfactorily and sufficiently answer all evaluation questions.

The consultants will be expected to outline the details of their proposed methodology in the Inception Report. Pilot exercise to test the validity of the evaluation tools will be undertaken in 10 selected municipalities in each province. The evaluation inception report will be prepared by evaluator(s) before going into fully fledged evaluation exercise. The report will include the evaluator's understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of: proposed methods; proposed sources of data; and data collection procedures.

7. Data Analysis

All quantitative data collected should be entered into appropriate latest statistical analysis software provided by the consultant; with clear codebooks drawn up for all categorical or qualitative data. Qualitative data shall be fully analysed systematically and appropriately. A preliminary descriptive profile of the target audience of stakeholders and beneficiaries, broken down by sector, province, district and municipality should be carried out and reported. This should be in the form of brief narrative plus tables of summary statistics for key variables, to be negotiated with DCoG.

The final report should describe the procedures used to analyze the data collected to answer the evaluation questions. It should detail the various steps and stages of analysis that were carried out, including the steps to confirm the accuracy of data and the results. The report also should discuss the appropriateness of the analyses to the evaluation questions. Potential weaknesses in the data analysis and gaps or limitations of the data should be discussed, including their possible influence on the way findings may be interpreted and conclusions drawn.

8. Stakeholder Involvement

A reference group including key sector Departments (i.e. Departments of Energy, Water Affairs, Human Settlements & Housing, Environmental Affairs and Treasury) and stakeholders (South African Local Government Association –SALGA, etc) will be set to follow the implementation of this evaluation. Meetings will be scheduled when applicable to meet as a group and/ or with individual members of the reference group throughout the life span of the project.

DCoG will directly commission the evaluation and provide day-to-day technical management throughout the evaluation process.

The **Evaluation Manager** working closely with members of the reference group is responsible for:

- Overall responsibility and accountability for the evaluation.
- Guidance throughout all phases of execution.
- Approval of all deliverables.
- Co-ordination of the internal review process.

The **Evaluation Consultant** will be responsible for:

- conducting the evaluation;
- the day-to-day management of operations;
- regular progress reporting to DCoG evaluation manager;
- the development of results
- the production of deliverables in accordance with contractual requirements.

9. Evaluation Process

The successful bidder shall be expected to observe and adhere to the applicable code and ethics which shall form part of the service level agreement. Other relevant government principles and standards such as those set out in the DPME Monitoring and Evaluation Guidelines are also important to guide the work at hand.

The evaluation consultants will prepare evaluation work plan that will operationalize the terms of reference. *The work plan will describe how the evaluation is to be carried out, bringing refinements, specificity and elaboration to the terms of reference. It will be approved by the Deputy Director-General and act as an agreement between the consultants and DCoG on how the evaluation is to be conducted.* The work plan will address the following elements: expectations of the evaluation; roles and responsibilities (between consultants); elaboration of the evaluation methodology including qualitative and quantitative approaches; preliminary theory model(s); evaluation data collection and analysis issues, reporting timetable; and an outline of the evaluation report.

10. Products Expected from the Evaluation (Deliverables)

The consultant(s) should produce the following deliverables:

10.1 Inception report (First payment =20%) - the inception report shall comprehensively include proposed detailed methodology, assessment criteria/questions and work plan, among others.

10.2 Draft reports (Second payment = 50%) - the first and second draft reports based on appropriate consultations with stakeholders and comments made will be submitted.

10.3 Final report (Final payment = 30%) - The consultant will have two weeks to incorporate the comments on the draft final report and send the final report. The final report should be accompanied with a brief presentation of key findings using Microsoft Power Point as well as a brief web statement.

11. Work plan and schedule

Expected Deliverables	Estimated Time Frame
Work Plan (including evaluation design) and Budget	July 2014
Desktop Review	July/August 2014
Tool development, testing, and training of enumerators/field researchers (including pilot test, etc)	August/September 2014
Presentation of Inception Report including debriefing session (as per 10.1 in this ToR)	September 2014
Quantitative and Qualitative Evaluation (comprehensive field work and data collection)	September 2014 till September 2015
Data analysis and drafting of reports	September/October 2015
Draft report	November 2015
Draft report sent for comments	November 2015 to January 2016
Drafting of second draft report incorporating comments and other requirements as appropriate	February 2016
Final report issued	March 2016
Note: The consultant will be required to be available for ad hoc meetings called at a short notice to present required information and make available reports in the required format, including power point presentations as and when necessary; over and above scheduled meetings.	

NB: The duration of this project shall not exceed 20 months from the time the tender is awarded.

The evaluation report should be comprehensive enough to detail all aspects of the evaluation. This will include annexes and will be submitted to DCoG two weeks after the end of the evaluation. The draft report will be circulated for two weeks to all stakeholders to verify factual statements. Meanwhile any

discrepancies between the impressions and findings of the evaluation team and the aforementioned parties should be explained in an annex attached to the final report.

12. Findings and Conclusions

The final report should present the evaluation findings based on the analysis and conclusions drawn from the findings.

12.1 Findings: Should be presented as statements of fact that are based on analysis of the data. They should be structured around the evaluation questions so that report users can readily make the connection between what was asked and what was found. Variances between planned and actual results should be explained, as well as factors affecting the achievement of intended results. Assumptions or risks in the programme design that subsequently affected implementation should be discussed.

12.2 Conclusions: Should be comprehensive and balanced, and highlight the strengths, weaknesses and results of the intervention. They should be well substantiated by the evidence and logically connected to evaluation findings. They should respond to key evaluation questions and provide insights into the identification of and/or solutions to important problems or issues pertinent to the decision-making of intended users.

13. Recommendations

The report should provide practical, feasible recommendations directed to the intended users of the report about what actions to take or decisions to make. The recommendations should be specifically supported by the evidence and linked to the findings and conclusions around key questions addressed by the evaluation. They should address sustainability of the initiative and comment on the adequacy of the programme exit strategy, if applicable.

14. Lessons Learnt

As appropriate, the report should include discussion of lessons learnt from the evaluation, that is, new knowledge gained from the intervention that is applicable to a similar context. Lessons should be concise and based on specific evidence presented in the report.

15. Qualifications/Competencies/Experiences

It is anticipated that the evaluation will be done by a team of consultants. The successful bidder should be able to demonstrate appropriate expertise and experience in the following requirements:

- Recognized tertiary qualification in Social Sciences and Humanities (e.g. Development Studies/ Evaluation Studies/ Public Policy and Administration, etc) with 10-15 years of experience in the field.
- Extensive experience in programme, thematic and policy evaluation;
- Competence and adequate experience in the use of qualitative and/or quantitative methods of data collection and analysis;
- Proven knowledge and experience in results-based monitoring and evaluation;
- Experience in working with local governments and/or local economic development;
- Convincingly demonstrate an understanding of the FBS programme and the indigent policy and guidelines; including line function sector policies and strategies on FBS programme;
- Demonstrate an understanding of the social safety net and the integration of FBS into the safety net;
- Demonstrate knowledge of local government practices;
- Creative and practical solutions and approaches to meet DCoG objectives;
- Ability to interpret and analyze complex qualitative and quantitative data, and to present findings and recommendations in a clear and concise way;
- Ability to work equally well with communities and respect social and political affiliations; and
- Fluency in English and possession of strong technical writing and analytical skills.

16. REPORTING

The reporting responsibilities will be to DCoG and the reference team who will provide a more detailed briefing of work required, ongoing support and direction for the work of the team. If necessary, parties represented on the reference group may request dissenting views to be explored and documented by the team. Day-to-day management of the team would be undertaken by DCoG.

The draft and final reports will be presented in the format outlined in annexure 2 with all due tables, graphs and accompanying photographs and/or notes. The draft and final reports must be properly formatted and edited.

The final report will be submitted according to deliverable timelines and the consultant will provide six (6) original bound copy duly signed by the consultant along with a virus-free electronic version in Microsoft Word 2010 in English. The consultant will also make available five (5) CD copies of the final report.

The consultant will report directly to DCoG designated official on all matters pertaining to this Terms of Reference, and will also work closely with the reference group.

17. ToR Annexes

ANNEX A

Evaluation matrix (a deliverable to be included in the inception report). The tool will be used as map and reference in planning and conducting the evaluation. It will also be useful for summarizing and visually presenting the evaluation design and methodology for discussions with stakeholders. It details evaluation questions that the evaluation will answer, data sources, data collection, analysis tools or methods appropriate for each data source, and the standard or measure by which each question will be evaluated. (See Table A.)

Table A. Sample evaluation matrix

Relevant evaluation criteria	Key Questions	Specific Sub-Questions	Data Sources	Data collection Methods / Tools	Indicators/ Success Standard	Methods for Data Analysis

ANNEX B

EVALUATION REPORT TEMPLATE AND QUALITY STANDARDS

The evaluation report template prescribes the format that the evaluation report should follow, however, it does not limit any additional and/ or creative thinking which will enhance the quality of the report. It is expected that the report should be complete and logically organized. It should be written clearly and understandable to the intended audience. The report should include the following:

Title and opening pages—should provide the following basic information:

- Name of the evaluation intervention
- Time-frame of the evaluation and date of the report
- Name of DCoG
- Acknowledgements

Table of contents—should always include boxes, figures, tables and annexes with page references.

List of acronyms and abbreviations

Executive summary—A stand-alone section of two to three pages that should:

- Briefly describe the intervention of the evaluation.
- Explain the purpose and objectives of the evaluation, including the audience for the evaluation and the intended uses.
- Describe key aspect of the evaluation approach and methods.
- Summarize principal findings, conclusions, and recommendations.

Introduction—Should:

- Explain why the evaluation was conducted (the purpose), why the intervention is being evaluated at this point in time, and why it addressed the questions it did.
- Identify the primary audience or users of the evaluation, what they wanted to learn from the evaluation and why and how they are expected to use the evaluation results.
- Acquaint the reader with the structure and contents of the report and how the information contained in the report will meet the purposes of the evaluation and satisfy the information needs of the report's intended users.

Programme and its development context (description of the intervention)—Provides the basis for report users to understand the logic and assess the merits of the evaluation methodology and understand the applicability of the evaluation results. The description needs to provide sufficient detail for the report user to derive meaning from the evaluation. The description should:

- Describe what is being evaluated, who seeks to benefit, and the problem or issue it seeks to address.
- Explain the expected results map or results framework, implementation strategies, and the key assumptions underlying the strategy.
- Link the intervention to DCoG priorities, NDP priorities, MTSF, sector priorities and strategic plan goals.
- Identify the phase in the implementation of the intervention and any significant changes (e.g., plans, strategies, logical frameworks) that have occurred over time, and explain the implications of those changes for the evaluation.
- Identify and describe the key partners involved in the implementation and their roles.
- Indicate the total resources, including human resources and budgets.
- Describe the context of the social, political, economic and institutional factors, and the geographical landscape within which the intervention operates and explain the effects (challenges and opportunities) those factors present for its implementation and results.
- Point out design weaknesses (e.g., intervention logic) or other implementation constraints (e.g., resource limitations).

Evaluation scope and objectives—the report should provide a clear explanation of the evaluation's scope, primary objectives and main questions.

- Evaluation scope—the report should define the parameters of the evaluation, for example, the time period, the segments of the target population included, the geographic area included, and which components, outputs or outcomes were and were not assessed.
- Evaluation objectives—the report should spell out the types of decisions evaluation users will make, the issues they will need to consider in making those decisions, and what the evaluation will need to achieve to contribute to those decisions.
- Evaluation criteria—the report should define the evaluation criteria or performance standards used. The report should explain the rationale for selecting the particular criteria used in the evaluation.
- Evaluation questions—the report should detail the main evaluation questions addressed by the evaluation and explain how the answers to these questions address the information needs of users.

Evaluation approach and methods—The evaluation report should describe in detail the selected methodological approaches, methods and analysis; the rationale for their selection; and how, within the constraints of time and money, the approaches and methods employed yielded data that helped answer the evaluation questions and achieved the evaluation purposes. The description should help the report users judge the merits of the methods used in the evaluation and the credibility of the findings, conclusions and recommendations. The description on methodology should include discussion of each of the following:

- Data sources—the sources of information (documents reviewed and stakeholders), the rationale for their selection and how the information obtained addressed the evaluation questions.
- Data collection procedures and instruments—Methods or procedures used to collect data, including discussion of data collection instruments (e.g., interview protocols), their appropriateness for the data source, and evidence of their reliability and validity.
- Performance standards—the standard or measure used to evaluate performance relative to the evaluation questions.
- Stakeholder participation—Stakeholders’ participation in the evaluation and how the level of involvement contributed to the credibility of the evaluation and the results.
- Ethical considerations—The measures taken to protect the rights and confidentiality of informants (see DPME Evaluation Guidelines No. 2.2.1)
- Major limitations of the methodology—Major limitations of the methodology should be identified and openly discussed as to their implications for evaluation, as well as steps taken to mitigate those limitations.

Data analysis— the report should describe the procedures used to analyze the data collected to answer the evaluation questions. It should detail the various steps and stages of analysis that were carried out, including the steps to confirm the accuracy of data and the results. The report also should discuss the appropriateness of the analyses to the evaluation questions. Potential weaknesses in the data analysis and gaps or limitations of the data should be discussed, including their possible influence on the way findings may be interpreted and conclusions drawn.

Findings and conclusions— to be addressed as per item 12 in the ToR.

Recommendations— to be addressed as per item 13 in the ToR.

Lessons learnt— to be addressed as per item 14 in the ToR.

Report Annexes—suggested annexes should include the following to provide the report user with supplemental background and methodological details that enhance the credibility of the report:

- ToR for the evaluation;
- Additional methodology-related documentation, such as the evaluation matrix and data collection instruments (questionnaires, interview guides, observation protocols, etc.) as appropriate;
- List of individuals or groups interviewed or consulted and sites visited;
- List of supporting documents reviewed;
- Programme results map or results framework;
- Summary tables of findings, such as tables displaying progress towards results, targets, and goals relative to established indicators;
- Short biographies of the evaluators and justification of team composition;

BID EVALUATION SYSTEM

EVALUATION OF THE BID

18.1 The bid proposals shall be evaluated in accordance with the 90/10 principle. The evaluation shall be conducted as follows:

18.1.1 Phase One: Administrative Compliance;

18.1.2 Phase Two: Document Evaluation in terms of functionality, price and BEE Contributor level

18.1.3 Phase Three: Presentation by Highest Scoring Bidder(s);

18.1.4 Phase Four: Reference Check;

(a) The system comprises the following three elements:

(i) Functionality.....100 points

(ii) Price..... 90points

(iii) BEE Contributor level.....10 points

90 points will be allocated for price only and functionality will be evaluated out of 100 points

(b) Functionality will be evaluated using the following criteria and weights will be applied when bids are assessed in terms of **functionality**:

PRE – QUALIFICATION	
Phase One - Administrative Compliance	
Bidders must submit the following:	
<ul style="list-style-type: none"> • Original and valid Tax Clearance Certificate • Proof of registration as a CIPC (Previously known as CIPRO) • CVs of the Project Team • Original letters from the bidder’s clients confirming the nature of work/projects completed relevant to this assignment • Certified copies of bank statements for latest three months in 2014 • Certified copies of 2012 and 2013 Audited Annual Financial Statements • For a new entity, the latest Audited Financial Statement and bank statement for a consecutive period of three months for the latest financial year period. 	
Failure to submit the above shall invalidate your bid.	

Phase Two – Document Evaluation				
CRITERIA: DOCUMENT EVALUATION	SUB CRITERIA	SCALE	WEIGHTS	
<ul style="list-style-type: none"> • Bidder’s extensive experience relevant to the assignment and references for previous projects completed • Recognized tertiary qualifications (i.e advanced diploma/degree) and experience of key staff (assigned personnel) in relation to the scope of work: <ul style="list-style-type: none"> (a) Project Management (b) Project Management, Evaluation studies/Development studies (c) Project Management, Evaluation Studies/Development Studies/Public Policy & Administration and Research Knowledge (d) Project Management, Evaluation Studies/Development Studies/Public Policy & Administration and Research Knowledge and Financial Management (e) All of the above qualifications • Bidder’s understanding of the Terms of Reference. Proposed approach/methodology which responds to the proposed scope of work that demonstrate understanding of required work 	0-1 year	1	7	
	2-3 years	2		
	4-5 years	3		
	6-7 years	4		
	8+ years	5		
		(a)	1	6
		(b)	2	
		(c)	3	
		(d)	4	
		(e)	5	
	1 Poor	1	7	
	2 Acceptable	2		
	3 Good	3		
	4 Very Good	4		
	5 Excellent	5		

19.

- (c) 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.
- (d) 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 on price and B-BBEE Status level of contributor.**

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

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for competitive price of bid or offer under consideration;
 P_t = Competitive price of bid or offer under consideration; and
 P_{\min} = Competitive price of lowest acceptable bid or offer

PRICE AND B-BBEE Status level of contributor	100
Price	90
BBBEE Status Level of Contribution	10

The maximum possible score that can be achieved for price is 90 points.

B-BBEE Status level of contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Note: No preference will be awarded without submitting of valid B-BBEE certificate and total points scored will be calculated by adding points scored for price and B-BBEE Contributor Level. A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively for B-BBEE.

20. FORM OF PROPOSAL

(a) Bidding Documentation

Bidders are required to complete the official bidding documents in all respects and to attach a valid tax clearance certificate as issued by the South African Revenue Services. In addition to this requirement, bidders are also requested to attach the following documents in support of their bids:

(b) Proposal:

- (i) List of previous and current relevant contracts awarded to the bidder as well as client references and value of contracts (**Applicable template to be filled is attached as Annexure C**).

- (ii) The bidder's understanding of these terms of reference, with particular focus on the scope of the assignment and the deliverables.
- (iii) The team proposed by the bidder and the *curriculum vitae* of each team member (**it is compulsory to attach certified copies of qualifications**).
- (iv) Break-down of costs.

(c) **(Pricing of the proposal, inclusive of:**

- (i) Fee rate of each team member
- (ii) Estimated number of hours to be spent on the assignment by each member (which estimated number of hours will be deemed the maximum number of hours to do the work)
- (iii) Administrative costs (offices, telecommunication, travelling, etc. to be specified)
- (iv) Any other costs (to be specified)
- (v) Value added tax
- (vi) Ceiling price (all-inclusive capped total).

(d) **BEE Goals:**

- (i) Names of BEE companies/organizations that will be sub-contracted if the bid is successful, the particular services that will be sub-contracted, and the value of such sub-contracts as a percentage of the contract price.

Part 3 – Schedule A

Government Procurement General Conditions of Contract and Special Conditions of Contracts

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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 sub Service Providers) 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. General 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.

- 5.2 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. Patent rights 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 chequer
- 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 Service Provider 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. Packing

- 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 and 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 subservice Provider(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 without the application of penalties.
- 21.7 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 Subject to GCC Clause 25, 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. 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.

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 antidumping 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 favorable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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. 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. Prohibition of Restrictive practices

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.

34.3 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 A
Government Procurement
Special Conditions of Contracts

SPECIAL CONDITIONS OF CONTRACT

a) Intellectual property rights and ownership of material

All intellectual property rights relating to any work produced by the service provider in relation to the performance of this Contract shall belong to the DCoG. The service provider shall give the DCoG 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 the DCoG and must be handed over to the DCoG within one month of the completion of the contract.

All 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 and 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 14 days.

d) Losses / Damagess

Cogta shall not accept liability or responsibility whatsoever for any loss or damage that may be suffered by the successful bidder or its personnel in the performance of the services. It is the responsibility of the contractor to ensure that loss or damages do not occur and provide for the necessary security or insurance cover.

e) Regular assessments

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

f) Termination of the contract

- i. If the service provider does not start to work on the project and after 14 days written notice addressed to his domicilium address to start still fails to start on the project, 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 14 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 Director, 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.

g) Communication

Forms of communication will be agreed upon in consultation with the appointed service provider.

h) Presentations to evaluation panel

The highest scoring bidder(s) shall be required to present their proposal and to respond to questions from members of the Department of Cooperative Governance bid evaluation committee. It is expected that the presentation shall be led by team leaders who shall be executing or implementing the project. Notice of at least two working days will be given in this regard. The presentation will form part of the report that will be submitted to the Bid Adjudication Committee. Bids from short-listed companies who fail to comply with this requirement shall be disqualified.

Part 4 – Schedule B
Application for Tax Clearance Certificate

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING:-

1. It is an absolute requirement that the taxes of the successful bidder **must** be in order or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her obligations.
2. The attached form, Application for Tax Clearance Certificate (in respect of bids), must be completed by the bidder in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. That Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for 6 months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit an **original** and valid Tax Clearance Certificate at the time of submission of the bid **shall** invalidate the bid.
3. In bids where Consortia/ Joint Ventures /Sub-Contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF OFFERORS)**

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

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4. Company / Close Corporation registration number:

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5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable):

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7. PAYE Employer's registration number
(If applicable)

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Signature of contact person requiring Tax Clearance Certificate:

Name:

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

Address:

.....

DATE:/...../.....

PLEASE NOTE THAT THE COMMISSIONER OF THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION OF RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

**Part 4 - Schedule C
PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:BID NO.: CLOSING TIME 11:00 ON
--

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

NB: USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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6. Pricing / Management Fees

Description	Amount (VAT Incl.)
Appointment of Service Provider to conduct implementation evaluation of the free services (FBS) program	

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;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

2.7.2.1 If yes, did you 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.

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 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.

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS)

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

2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15** *"sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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:

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for 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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 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 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

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

[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.

[TICK APPLICABLE BOX]

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;
- (vi) 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 *audialterampartem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:.....

Part 4 – Schedule F

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.**

Item	Question	Yes	No
4.1	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 <i>audialterampartem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

Part 4 – Schedule G
Certificate of Independent Bid Determination

SBD 9

- 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 *pe 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: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am 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 consortium³ 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

.

Part 4 – Schedule H
Qualifications and Experience

1. Details of the extent of the company activities and business, e.g. branches etc:

2. A list of existing and/or previous contracts relating to similar services:

Description of work and value	Period		Organization	Contact Person	Contact No
	Start date	End date			

4. Details of Qualifications of the Project Manager and the Key Personnel:

Name	Designation	Qualifications

.....
SIGNATURE OF (ON BEHALF OF) COMPANY

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 4 – Schedule J
Details of Supplier's office

1. Physical address of supplier's office

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

**Part 4 – Schedule K
Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder’s financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: _____
 Name of bidder: _____
 Bid Number: _____

	<p><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the DCoG permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:
 1.
 2.

ANNEXURE C

CURRENT AND PAST CONTRACTS(CLIENT BASE)

A list of current and past contracts which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. **Failure to complete the table in full shall invalidate the bid.**

Indicate all the current and past contracts in the table below and **ONLY** those relevant to the evaluation project required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract Current or Past? (please indicate accordingly)	Nature of services provided (Evaluation of , sanitation)	Contact persons and telephone numbers of your client	Size of the project (i.e National, Provincial, District or Local)	Total Cost of the Contract
<u>Example:</u> Department of Water Affairs	1 March 2012 to 31 July 2013	Current ⁵⁷	Impact evaluation on Sanitation provision in Nkangala District and all local municipalities (Mpumalanga Province)		District and local	R600 000.00

NB: DCoG shall DCoG shall verify the contents of this list directly with the bidders' clients. Bidders are required to adhere to the template format here provided.

Name of Consulting Firm/Company:

Full Names and Surname of Company CEO/Director:

Signature:

Date :

