



<b>Bid No.</b>	<b>CoGTA (T) 05/2020</b>	
<b>Bid Description</b>	<b>APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT DISASTER DAMAGE ASSESSMENTS, DAMAGE, COST VERIFICATIONS AND COSTING OF REPAIR WORK IN AFFECTED PROVINCES AS AND WHEN REQUIRED BY THE DEPARTMENT OF COOPERATIVE GOVERNANCE - NATIONAL DISASTER MANAGEMENT CENTRE (OVER A PERIOD OF 36 MONTHS).</b>	
<b>Contact Person/s:</b>		Ms Modiegi Radikonyana or Ms Motlalepula Pitso
<b>Technical Terms of reference:</b>	Name:	Ms Modiegi Radikonyana or Ms Motlalepula Pitso
	Telephone No:	(012) 848 4619 or (012) 848 4609
	Email address:	<a href="mailto:ModdyR@ndmc.gov.za">ModdyR@ndmc.gov.za</a> or <a href="mailto:MotlalepulaP@ndmc.gov.za">MotlalepulaP@ndmc.gov.za</a>
<b>Bid Procedures:</b>	Name:	Kgaugelo Tselana or Mogoma Sekgothe or Nomvula Ntuli
	Telephone No:	(012) 334 0912 or (012) 334 0586 or (012) 334 0820
	Email address:	<a href="mailto:Kgaugelot@cogta.gov.za">Kgaugelot@cogta.gov.za</a> / <a href="mailto:Mogomas@cogta.gov.za">Mogomas@cogta.gov.za</a> / <a href="mailto:Nomvulan@cogta.gov.za">Nomvulan@cogta.gov.za</a>
<b>Compulsory bid briefing</b>	Venue, Date and Time	<b>Foyer, 87 Hamilton Street, ground floor 06 October 2020, 10:00</b>
<b>Closing time and date for bid and venue</b>	Time and Date:	<b>11:00</b> on the <b>20 November 2020</b> at No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Foyer, Ground
	Condition	<b>Bids received after the closing time and date will not to be accepted for consideration.</b> Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Cooperative Governance.
<b>Delivery address and conditions for delivery of bids</b>	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 their bids are delivered timeously to the correct address and directly to the bid box. The department will not take any responsibility for late mailed bids. The bid box is open from Monday to Friday – 08h00 to 16h30

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

<b>CSD SUPPLIER NUMBER:</b>	
<b>UNIQUE REGISTRATION REFERENCE NUMBER:</b>	

**(NB: ATTACH A COPY OF CSD REGISTRATION REPORT)**

- The SBD 1 and all other application forms attached as Part 4 must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.



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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.

<b>DCoG</b>	Means the Department of Cooperative Governance.
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"> <li>○ The cover page and the table of content and definitions</li> <li>○ Part 1 which details the Conditions of Bid;</li> <li>○ Part 2 special instructions and notices to bidders regarding the completion of bidding document and Authority to sign a bid;</li> <li>○ Part 3 which details the Terms of Reference relating to the service</li> <li>○ Part 4 which contains all the requisite bid forms and certificates;</li> </ul> As read with GCC – <i>General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;
<b>Specifications /Terms of Reference</b>	means the specifications or terms contained in Part 3 of this invitation to bid;

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	COGTA (T) 05/2020	CLOSING DATE:	20 NOVEMBER 2020	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT DISASTER DAMAGE ASSESSMENTS, DAMAGE, COST VERIFICATIONS AND COSTING OF REPAIR WORK IN AFFECTED PROVINCES AS AND WHEN REQUIRED BY THE DEPARTMENT OF COOPERATIVE GOVERNANCE - NATIONAL DISASTER MANAGEMENT CENTRE (OVER A PERIOD OF 36 MONTHS).</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SCM : ACQUISITION MANAGEMENT UNIT TENDER BOX (RECEPTION AREA), DEPARTMENT OF COOPERATIVE GOVERNANCE</b>					
<b>87 HAMILTON BUILDING, C/O HAMILTON AND JOHANNES RAMOKHOASE STREETS, ARCADIA, 0083</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Kgaugelo Tselana / Mogoma Sekgothe / Nomvula Ntuli		CONTACT PERSON	Moddy Radikonyane	
TELEPHONE NUMBER	(012) 334 0912/ 0586/0820		TELEPHONE NUMBER	(012) 848 4619	
E-MAIL ADDRESS	<a href="mailto:Kgaugelot@cogta.gov.za">Kgaugelot@cogta.gov.za</a> <a href="mailto:Nomvulan@cogta.gov.za">Nomvulan@cogta.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:ModdyR@ndmc.gov.za">ModdyR@ndmc.gov.za</a> <a href="mailto:MotlalepulaP@ndmac.gov.za">MotlalepulaP@ndmac.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PART 1**  
**Conditions of Bid**

**1. BACKGROUND AND INTRODUCTORY PROVISIONS**

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

**2. OFFER AND SPECIAL CONDITIONS**

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

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

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

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

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

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

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

**4. ENQUIRIES**

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

**5. PRICING**

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

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

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

**6. DECLARATION OF INTEREST**

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

**7. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2017.**

The bidder must complete the preferential points claim form (SBD 6.1) and sign accordingly to submit with the bid. The preferential points claim form is attached as Part 4 – Schedule E.

**8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

**9. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**10. PARTNERSHIPS AND LEGAL ENTITIES**

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

**11. CONSORTIUM / JOINT VENTURE**

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

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

-

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

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

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DCoG and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

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

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

## **12. VALIDITY**

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

## **13. ACCEPTANCE OF BIDS**

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

## **14. NO RIGHTS OR CLAIMS**

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

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

## **15. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

15.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation

to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the DCoG.

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

## **16. ACCURACY OF INFORMATION**

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

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

## **17. COMPETITION**

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

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

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

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

## **18. RESERVATION OF RIGHTS**

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

- 18.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 18.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 18.1.3 Reject all responses submitted by bidders and to embark on a new bid process;



- 18.1.4 The Department may request the shortlisted bidders to present their proposals to the Bid Committee;
- 18.1.5 To verify information provided for references to claim points;
- 18.1.6 To disqualify any tender/bidder who misrepresented information to claim points and
- 18.1.7 The Department reserve a right to award this tender to more than one bidder.

**PART 2**  
**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE COGTA SUPPLY CHAIN MANAGEMENT POLICY 2017, PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**FAILURE TO COMPLY WITH THE FOLLOWING ABOVE MENTIONED INSTRUCTIONS 2,4,5,6,9,10,11,12,13  
MAY LEAD TO YOU BID BEING REJECTED**

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

Mr/Mrs.....

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

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

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

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

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

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

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

Full name of partner                      Residential address                      Signature

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

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

.....

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

.....

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

.....

**DATE**

.....

**DATE**

.....

**DATE**

**D. CLOSE CORPORATION**

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

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

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

(Name                      of                      Close                      Corporation)

.....

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

(PRINT NAME)

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

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

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

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

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf. By resolution of members at a meeting on ..... 20.....at .....

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

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

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

**DATE:** .....

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

**NAME IN BLOCK LETTERS**.....

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

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

**F. JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

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

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

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

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

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

(PRINT NAME)

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

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

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

(PRINT NAME)

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

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

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

(PRINT NAME)

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

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

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

(PRINT NAME)

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

**G. CONSORTIUM**

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

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

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

(Name of Consortium).....

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

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

**PRE – QUALIFICATION REQUIREMENTS/ADMINISTRATIVE COMPLIANCE**

1.1	Bid Document - All pages must be completed and signed (where signature is applicable) by the Bidder
1.2	Invitation to bid must be Completed and signed (SBD 1)
1.4	Pricing Schedules must be fully completed and signed (SBD 3.3)
1.5	Declaration of Interest must be fully completed and signed (SBD 4)
1.6	Preference Points Claim Forms must be fully completed and signed (SBD 6.1)
1.7	Declaration of Bidder's Past Supply Chain Management Practices must be fully completed and signed (SBD 8)
1.8	Certificate of Bid Determination must be fully completed and signed (SBD 9)
1.9	JV or Consortium Agreement where applicable must be attached

**FAILURE TO COMPLY WITH THE ABOVE MENTIONED PRE-QUALIFICATION INSTRUCTIONS/ ADMINISTRATIVE COMPLIANCE MAY LEAD TO DISQUALIFICATION**





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**APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT DISASTER DAMAGE ASSESSMENTS, DAMAGE, COST VERIFICATIONS AND COSTING OF REPAIR WORK IN AFFECTED PROVINCES AS AND WHEN REQUIRED BY THE DEPARTMENT OF COOPERATIVE GOVERNANCE - NATIONAL DISASTER MANAGEMENT CENTRE (OVER A PERIOD OF 36 MONTHS).**

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**1. Purpose of assignment**

To contract services of specialists for a period of three years (36 months) to conduct disaster damage assessments and cost verification as and when required by the Department of Cooperative Governance (DCOG) - National Disaster Management Centre (NDMC). This includes planning of the project, the implementation thereof and submission of the final deliverables to DCOG-NDMC when required.

**2. Introduction and background**

- 2.1. South Africa like all the countries in the world have incurred heavy costs regarding the losses of lives, livelihoods, property including damage to the environment due to various hazards and disaster related occurrences. These conditions represent significant obstacle to economic growth, development and sustainability to the efforts and investment by government. Disasters occur when hazards impact negatively to an extent that the affected are unable to effectively address the effects only using their own resources.
- 2.2. The situation requires for proper plans to be put in plans to deal with disastrous situations including appropriate measures for response and interventions by relevant authorities through appropriate legislative frameworks and systems.
- 2.3. Section 23 (1) of the Disaster Management Act, 2002 (Act No. 57 of 2020) (DMA) specifies that, "When a disastrous event occurs or threatens to occur, the National Centre, must for the purpose of the proper application of this Act, determine whether the event should be regarded as a disaster in terms of this Act, and if so, the National Centre must immediately-
  - (a) Assess the magnitude and severity or potential magnitude and severity of the disaster;
- 2.4. Section 23 (2) of DMA states that "When assessing the magnitude and severity or potential magnitude and severity of a disaster, the National Centre-
  - (a) must consider any information and recommendations concerning the disaster received from a provincial or municipal disaster management centre in terms of sections 35 or 49; and
  - (b) may enlist the assistance of an independent assessor to evaluate the disaster on site.
- 2.5. In this case, appropriate measures and resources should be in place to respond for disaster risk reduction as well as response and rehabilitation with an aim to minimise and prevent the impacts of the hazards and disasters.

**3. Problem statement**

- 3.1. For the past years, natural and man-made disasters such as devastating floods, hailstorms, heavy snowfalls, drought, gale-force winds and fires are a common feature within the country, like in all the countries in the world. These have devastating effects with regard to loss of lives, livelihoods and property.

- 3.2. It is crucial for countries and organisations to respond timeously and appropriately to disastrous events. The ability to respond timeously is largely determined by the capacities, primarily human resources, technical expertise, systems, etc. within institutions and organisations to deal with the effects of disasters effectively.
- 3.2. Insufficient or lack of human resources and technical expertise are some of the factors that inhibit the immediate and appropriate response by measures by relevant stakeholders, mainly the municipalities and provinces. In this case, support has to be provided to provinces and municipalities with regard to disaster occurrences, particularly on disaster assessments and reporting.
- 3.3. The NDMC is further required by the DMA to assess the magnitude and severity or potential magnitude and severity of a disaster, the National Centre and that this may be done through enlisting the assistance of an independent assessor to evaluate the disaster on site.
- 3.4. In light of the information above, it is necessary to procure the services of service providers to conduct disaster damage assessments, damage and costs verification as well as costing of repair work in the affected provinces as and when required by the department. This assists with accurate reporting and informed decision-making by the relevant authorities.

#### 4. Scope of the assignment

The appointed service providers should be able to do the following in all the provinces as and when required by the department. They should be able to:

- 4.1. Conduct initial onsite assessments after the disasters have occurred for the determination of immediate disaster relief required within the affected areas as well as costing for the immediate relief measures within affected communities;
- 4.2. Conduct detailed onsite assessments and verification of disaster damages in affected areas and recommend on the required post disaster recovery and rehabilitation measures.
- 4.3. Analyse disaster risk reduction information, including early warning information as the Severe **weather alerts** or any other conditions that may have triggered the impacts or aggravated the conditions.
- 4.4. As provided within Sections 57 of the DMA, the service providers will be expected to:
 

Determine whether any prevention and mitigation measures were taken prior to the disaster occurrence Section 57 of DMA;

  - a) Determine whether the disaster could have been avoided or minimized had prevention and mitigation measures been taken;
  - b) Determine whether it is reasonable to expect that prevention and mitigation measures should have been taken in the circumstances;
  - c) Determine whether it is reasonable to expect that prevention and mitigation measures should have been taken in the circumstances;
  - d) Determine whether the damage caused by disaster is covered by adequate insurance, and if not, the reasons for the absence or inadequacy of insurance cover;
  - e) Determine the magnitude and severity of the disaster, the financial capacity of the victims of the disaster and their accessibility to commercial insurance and whether or not available financial resources at the affected sphere or spheres have been exhausted;
- 4.5. Assist with the following critical areas regarding disaster incidents being assessed:
- 4.5.1. Other Aggravating factors on disaster damages being assessed:
  - a) Determine history with regard to the recurrence of disaster occurrences in the affected areas and the factors that may be contributing to the recurrence in that regard;
  - b) Determine the recurrence of the hazard and assess the period of occurrence; and
  - c) Determine the effects and impacts of disasters on people, infrastructure like roads, health, education, electricity, housing, water supplies, telecommunications and other essential services as well as the ownership of the damaged properties and infrastructure.
5. Determine the costs of the damages and of the repair work including the capability of the responsible organ of state to effectively address the disaster damages.

6. Identify areas and infrastructure that are prone to failure and have experienced recurrent damages to disaster damages as well as identify and recommend the necessary sustainable solutions to minimise and prevent the effects of the disasters.
7. Engage stakeholders and convene meetings with the identified relevant stakeholders as well as identify other stakeholders that may be relevant in the exercise. Source relevant information that may be outstanding for this exercise.
8. Scrutinise and verify claims for the repair or replacement of infrastructure submitted by the organs of state taking into consideration the state of the infrastructure, operations and maintenance and other related factors that may have led to the damages or aggravated the conditions.
9. Determine whether the infrastructure damaged is covered or planned for under other existing programmes within the responsible organ of state such as Water Services Infrastructure Grant (WSIG), Municipal Infrastructure Grant (MIG), Comprehensive Agriculture, Support Programme (CASP), Human Settlements Development Grant (USDG) as well as Roads and Transport related sector projects, etc.
10. Produce detailed reports with supporting documentation, particularly the maps, spatial and non-spatial data, graphs, tables and photographs illustrating the affected areas and the impacts of the damages.

**NB:** Should the scope of work mentioned above change due to the requirement of specific projects, it will be communicated accordingly when the department calls out for request for quotations from service providers.

## 11. Deliverables

- 11.1. On commencement, during the execution and upon completion of the assignment, the following deliverables are expected from the preferred bidder:

<b>Deliverables</b>
Participate in the initial or introductory stakeholder meeting
In consultation with the relevant stakeholders, produce a project plan outlining the project schedule and implementation plan.
Regular written progress updates with challenges requiring immediate attention to the relevant PDMC and NDMC .
Minutes/ records and attendance registers of stakeholder engagements.
A detailed damage assessment report as and when disaster occurs containing the following: <ol style="list-style-type: none"> <li>1. Introduction</li> <li>2. Executive summary</li> <li>3. Criteria and methodology used for assessment and verification of damages (Include the costing models).</li> <li>4. Areas that were visited and assessed.</li> <li>5. Organs of state/ sectors visited and assessed (separate chapters for individual sectors/ organs of state)</li> <li>6. Details on implementation of Sections 56 and 57 of the DMA</li> <li>7. Suggested Risk Reduction Measures to mitigate or prevent disaster damages in future.</li> <li>8. Summary of stakeholder engagements during the process.</li> <li>9. Recommendations (for all relevant stakeholders and organs of state)</li> <li>10. Conclusion</li> </ol>
<p><b>Annexures and supporting documentation to the report</b></p> <ul style="list-style-type: none"> <li>○ Individual assessment forms as a tool utilised for the assessments of disaster damages (filled)</li> <li>○ Photos of the damages (All photos captured of damaged infrastructure need to be in .jpg format, dated and geotagged (minimum 8m accuracy). A minimum of 5 photos per damage assessment is recommended, but more photos may be needed in cases such as schools and large buildings. If names or addresses of buildings are visible on the structures a photo needs to be taken. A geotagged photo of the completed assessment form on the site for quality control.</li> <li>○ The attendance registers for representatives for each area, site or infrastructure assessed.</li> <li>○ Findings of the assessments and verification exercises</li> </ul>

- Cost of damages as per infrastructure and the recommended amounts for the repair or replacement of damaged infrastructure per organ of state; and
  - Lists of all damaged infrastructure per sector.
  - Identified hotspots areas (areas that have been identified as critical, both in magnitude and their effect on the economic and social activities due to recurrent disasters or their positions).
  - Maps
  - Spatial Data (shape file format) (8m accuracy minimum)
  - All infrastructure assessed during the completion of these projects must be represented by a point (exception: roads are represented by lines) in a shape file per infrastructure type. All data need to be populated and standardized as the data will later be consolidated in a central database, therefore it is important to capture all information as indicated.
  - It is important to use high quality GPS devices that will return coordinates with a minimum of sub 8m accuracy. Recommended devices: Garmin Oregon or Montana handheld GPS or Equivalent.
  - All data need to be captured in Geographic coordinates using Hartbeeshoek 94 Datum. Coordinates need to be captured in decimal degree format (dd.ddddd°), with minimum of 6 decimals.
  - Coordinates of houses, schools and public buildings need to be taken as close as possible to the front door or main entrance of the structure.
- The report must be:
- Presented and discussed with the relevant stakeholders including written confirmation (proof) of consultations as well as acknowledgement of the report.
  - Submitted in hardcopies as well as soft copies preferably through hard drive together with the supporting documentation.

<b>Attribute field</b>	<b>Information to be captured</b>	<b>Comment</b>
Ownership	National / Provincial / Municipal / Parastatal	
Project_ID	If the owner has assigned an ID to the Project, Road number for example	
Province		
Sector	Sector Department or other government department name	
District		
Local_Municipality		
Metro		
Lat	dd.ddddd°	
Long	dd.ddddd°	
Lat (end)	dd.ddddd°	Only road sections
Long (end)	dd.ddddd°	Only road sections
PSP	Company name	
Location_Description	Address / road name / place name	
Infrastructure_type	House / School / Bridge / Etc.	
Sub_type	Traditional house / Mobile classroom / Culvert / etc.	
Length (metres)		Only road sections

Attribute field	Information to be captured	Comment
Infrastructure_Description	Describe infrastructure damaged in detail	
Date_Event	Date of relevant disaster event	
Cause_Damage	For example flooding / strong winds	
Damage_Description	Describe damage to relevant infrastructure	
Description_of_works	Describe work that needs to be completed to repair	
Additional comments/Notes		
Work done	If work has been done before inspection	
Existing Condition of asset	Good / Fair / Poor	
Date of Inspection		
Gazette_nr	Gazette in which disaster was declared	
PSP_Financial Allocation	Damage estimate by PSP	
ID nr	ID number of beneficiary	Only relevant for housing

## 6. Skills and Knowledge requirements

The successful service providers will display the ability and capacity to deliver within the time frames specified by the NDMC, when the need arises, to conduct damage assessments and verifications. Accordingly, the service providers will have a proven track record of conducting disaster damage assessments, with clear and convincing methodologies and producing a high quality report. The service provider must demonstrate clear understanding of infrastructure evaluation and must be registered with the South African Council of Engineers (SACE) and/or the South African Institution of Civil Engineering (SAICE). The service providers must have a footprint in most of the provinces.

The list of Service Providers will be reviewed on an annual basis to ensure that they comply with the requirements of these terms of reference and to provide opportunities to other qualifying Service Providers who will not be included initially and upcoming small businesses.

The following skills are required:

SKILLS	DPSA LEVEL
Civil Engineering (Road, storm water drainage, reticulation and bulk water supply systems, structural, treatment plants)	12/13
Junior Engineer	9/10
Agricultural Engineering	12/13
Junior Engineer	9/10
Electrical Engineering	12/13
Junior Engineer	9/10

Environmental Specialist	12/13
Junior Specialist	9/10
Hydrologic Specialists/ Engineers	12/13
Junior Engineer	9/10
Hydraulic Specialists / Engineers	12/13
Junior Engineer	9/10
Land Surveyors	12/13
Junior Engineer	9/10
Quantity Surveyors	12/13
Junior Engineer	9/10
Geographic Information Systems Specialists	10/11
Information and Data Capturers	6
Disaster Management Practitioner	9/10

## 7. Time frame

- 7.1. The contract with the successful service providers will be for the period of **36 months**, as and when the services are required by the department.
- 7.2. The project will commence upon date of signing of the Service Level Agreement (SLA) between the DCOG and the successful bidder/service provider.

## 8. Performance Measurement/ Reporting

To facilitate the performance of PSP (s) and monitor their scope of work, the DCOG will:

- 8.1. Enter into a SLA that will govern the relationship between DCoG and the Service Provider.
- 8.2. The SLA will include project assignments that will address each of the project deliverable.
- 8.3. Establish a Project Steering Committee to manage, monitor and oversee the project. The PSC will ensure that:
  - a) Services are rendered timeously;
  - b) Timeframes as far as possible are not extended;
  - c) Quality assurance requirements are adhered to;
  - d) Monitoring and evaluation of project deliverables;
  - e) Additional costs are not incurred unnecessarily.
- 8.4. The PSP(s) will be expected to table progress reports for each deliverable contained in the implementation plan as agreed and in terms of the SLA.
- 8.5. Monitor the payment schedule that will be attached to the SLA. Payments will therefore only be approved and processed on the basis of the achievement of deliverable as per the implementation plan and/or project plan and related performed project tasks.
- 8.6. These deliverables and related payments will be recommended by the PSC.

## 9. Form of proposal

Bidders should be requested in the TOR to comply with a specific format when submitting their bids.

- a) Previous, current contracts, and (or similar to what the proposal requires) awarded to the bidder as well as client references;
- b) Written brief on the understanding of the terms of reference, particularly the scope of the assignment, deliverables and the methodology;
- c) The team proposed by the bidder and the *curriculum vitae* of each team member. The CVs must highlight the team's expertise.
- d) Proposed programme for the transfer of skills and knowledge to **DCOG** officials or other government officials as determined by the department.

**9.1.** Bidders must include a **detailed work-plan/methodology** with the **detailed** budget reflecting all costs and the implementation plan as per the proposal in their bid. **Failure to submit the detailed work-plan with implementation plan and budget containing cost-breakdowns according to the deliverables (as per the proposal) together with the bid will result in the bidder's bid being viewed as invalid and therefore rejected.**

**9.2. Costing of the Proposal**

Costing must be in line with the following:

- 9.2.1. scope of the work assigned to service providers;
- 9.2.2. deliverables;
- 9.2.3. Rates set by the Department of Public Service and Administration

**INFORMATION SUPPLIED BY THE GOVERNMENT AUTHORITIES**

The successful service providers will, in consultation with the NDMC, conduct meetings with the three spheres of government when there is a need to outline the scope of work to be done, discuss the findings of the assessment. The Service providers will form part of the project management team both at National and provincial level.

**Pricing**

Price must be provided as per below table:

SERVICE DESCRIPTION	PRICE (EXCLUDING VAT)		
	SKILL	DPSA LEVEL	RATE WITHIN DPSA PARAMETERS
APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT DISASTER DAMAGE ASSESSMENTS AND COST VERIFICATION OF ASSESSMENTS AS AND WHEN REQUIRED BY THE NATIONAL DISASTER MANAGEMENT CENTRE (OVER A PERIOD OF 36 MONTHS).	Civil Engineering (Road, storm water drainage, reticulation and bulk water supply systems, structural, treatment plants)	12/13	
	Junior Engineer	9/10	
	Agricultural Engineering	12/13	
	Junior Engineer	9/10	
	Electrical Engineering	12/13	
	Junior Engineer	9/10	
	Environmental Specialist	12/13	
	Junior Specialist	9/10	

	Hydrologic Specialists/ Engineers	12/13	
	Junior Engineer	9/10	
	Hydraulic Specialists / Engineers	12/13	
	Junior Engineer	9/10	
	Land Surveyors	12/13	
	Junior Engineer	9/10	
	Quantity Surveyors	12/13	
	Junior Engineer	9/10	
	Geographic Information Systems Specialists	10/11	
	Information and Data Capturers	6	
	Disaster Management Practitioner	9/10	

**Bid prices**

10. Bidders must express prices for their services in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. Process will remain firm for the duration of the contract.

**11. BID EVALUATION SYSTEM**

11.1. All bids duly lodged will be evaluated to determine compliance with bid requirement and conditions. Bids with obvious deviations from the bid requirements/ conditions of bid and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted. All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows:

**Stage 1: Compliance with minimum requirements of the bid**

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

All bids that comply with the minimum requirement/conditions of the bid will be evaluated in two stages:

Stage 2: Functionality will be assessed as per the Scorecard as indicated below.

Stage 3: The qualifying bidders in the Stage 2 will be evaluated further on price and BEE Contributor Level using 80/20 preference point system as prescribed in the as prescribed in Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2017 and approved CoGTA Supply Chain Management Policy 2017.

The evaluation will be done as follows.

The system comprises the following four elements:

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



## **STAGE 2**

### **SCORECARD FOR FUNCTIONALITY**

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

<b>Functionality Criteria</b>	<b>Sub-Criteria</b>	<b>Scale</b>	<b>Weight</b>	<b>HIGHEST POSSIBLE SCORE</b>
Understanding of the Term of Reference	Understanding of the scope of work and desired outcomes	Re-stating the scope of work = 2 Demonstrating an understanding of the scope of work based on limited experience = 3 Demonstrating an understanding of the scope of work based on substantial experience = 4 Demonstrating an understanding of the scope of work based on substantial experience with added value & innovation = 5	4 x 5	30
Approach and methodology	Detailed and executable project plan demonstrating understanding of the required methodology	Re-stating the scope of work = 2 Re-organising the scope of work into clear project plan = 3 Re-organising the scope of work into clear business plan plus value add = 5	3 x 5	25
Capacity of the service provider to deliver the project	Demonstration of the core (OD) team's collective experience in managing large scale projects	0 to 2 years' experience = 2 3 to 5 years' experience = 3 6 to 10 years' experience = 4 More than 10 years' experience = 5	5 x 5	25
Service provider's proven experience in managing large scale OD projects	An established track record of large-scale organisational development/ design projects successfully executed	No projects = 1 1 to 2 similar projects = 2 3 to 5 similar projects = 3 5 to 10 similar projects = 4 More than 10 similar projects = 5	4 x 5	20
<b>POINTS</b>				<b>100</b>

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 70.

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

### **STAGE 3**

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

- (i) All received bids will be evaluated in terms of the 90/10-point system as stipulated in the Preferential Procurement Regulations, 2017. 90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.
- (ii) Points for price will be calculated only for shortlisted bidder/s as follows:

**90/10**

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

**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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant	0

**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.

## **12. AWARDING OF BID**

The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy and Preferential Procurement Regulations of 2017.

In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Regulations 2017)

### **a) Joint Ventures, Consortiums and Trusts:**

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.

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.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. DCoG will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

#### **b) Sub-contracting:**

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

- (i) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer 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 tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."
- (ii) "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."

#### **IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:**

- **Bidder's understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidder's own roles and functions in this regard. (Methodology)
- **Capability and experience** – The bid provides a clear indication that the bidder's team comprises people with the necessary qualifications, experience, skills, knowledge and required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.
- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

#### **13. Briefing session and presentations by shortlisted bidders**

A compulsory briefing session will be held as **stated on the cover page of the bid document**. Bids from companies/ organizations who did not attend the compulsory briefing session will be disqualified.

#### **14. SPECIAL CONDITIONS OF CONTRACT**

##### *(a) Selection of company/ resources when required*

The **COGTA**-NDMC reserves the right to appoint one or more bidders for a single task mission. Bidders should adhere to this condition.

(b) *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 **COGTA**. The service provider shall give **COGTA** every 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 **COGTA** and must be handed over to **COGTA** 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 **COGTA** emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service provider hereby indemnifies the **COGTA** against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

(c) *Amendments and variation*

The terms of reference together with the offer made by the Service Provider and the acceptance thereof by **COGTA**, as well as the General Conditions of Contract shall constitute the formal agreement between the **COGTA** and the Service Provider. 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 writing and signed by both parties.

(d) *Settlement of Disputes*

All disputes will be settled within a period of 14 days through mediation proceedings.

(e) *Indemnity*

"The Service Provider shall indemnify the **COGTA** against any claims for injury, loss or damage suffered during the assessment of a disaster."

(f) *Adhoc assessments*

Assessments of the performance of the service provider will be conducted on an adhoc 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.

(g) *Termination of the contract*

- (i) Service Provider must start to work on the Project 24 hrs after an approval of a project has been granted.
- (ii) If the service provider does not start to work on the project and after 14 days' written notice addressed to his domicile address to start still fails to start on the project, this contract may be cancelled forthwith.
- (iii) 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 **COGTA** shall have the right to summarily cancel the contract upon written notice to the service provider.
- (iv) Depending on the assessments done by the Executive Manager: Disaster Risk Reduction, Planning and Response Coordination, 14(f) above, the service provider may in writing be required to rectify his/her poor performance, failing which the contract with the service provider will be terminated.

(g) *Communication*

All communication must be done via the Executive Manager: Planning, Coordination, Intervention and Support who is the designated contract officer of the **COGTA/NDMC** responsible for the management of the contract.

(h) *Briefing session*

A compulsory pre-commencement briefing session with service providers will be held by the Department on the date indicated on the publicized Request for Proposals (RFP) or Invitation to Tender (ITT). Only those service providers who attend the briefing session will be allowed to bid.

**15. ENQUIRIES:**

All enquiries relating to this tender should be directed to:

**Enquiries Regarding Terms of Reference:**

Contact Person: Ms Modiegi Hildah Radikonyana  
Chief Director: DRRCBI  
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## Part 4 – 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.

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### **General Conditions of Contract**

#### **1. Definitions.**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.



## **2. Application.**

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

## **3. 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](http://www.treasury.gov.za).

## **4. Standards.**

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

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
- 5.1 Except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause
- 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

## **8. Inspections, tests and analyses.**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. 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 any claims arising under this warranty.

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

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

## **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts.**

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

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 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.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard he intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

- (a) The supplier shall not be liable to the purchaser, whether incontract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices.**

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

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

## **32. Taxes and duties**

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

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



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

### **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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

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

### **34 Prohibition of Restrictive practices**

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

**Part 4 – Schedule B**  
**Government Procurement**  
**Special Conditions of Contracts**

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*(a) Selection of company/ resources when required*

**COGTA** reserves the right to appoint one or more bidders for a single task mission. Bidders should adhere to this condition.

*(b) 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 **COGTA**. The service provider shall give **COGTA** every 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 **COGTA** and must be handed over to **COGTA** 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 **COGTA** emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service provider hereby indemnify **COGTA** against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

*(c) Amendments and variation*

The terms of reference together with the offer made by the Service Provider and the acceptance thereof by **COGTA**, as well as the General Conditions of Contract shall constitute the formal agreement between **COGTA** and the Service Provider. 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.

*(d) Settlement of Disputes*

All disputes will be settled within a period of 14 days through mediation proceedings.

*(e) Indemnity*

"The Service Provider shall indemnify **COGTA** against any claims for injury, loss or damage suffered during the assessment of a disaster."

*(f) Ad hoc assessments*

Assessments of the performance of the service provider will be conducted on an adhoc 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.

*(g) Termination of the contract*

- (i)* Service Provider must start to work on the Project 24 hrs after an approval of a project has been granted.
- (ii)* If the service provider does not start to work on the project and after 14 days written notice addressed to his domicile address to start still fails to start on the project, this contract may be cancelled forthwith.

- (iii) 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 **COGTA** shall have the right to summarily cancel the contract upon written notice to the service provider.
- (iv) Depending on the assessments done by the Head of the National Disaster Management Centre under paragraph 11(c) above, the service provider may in writing be required to rectify his/her poor performance, failing which the contract with the service provider will be terminated.

*(h) Communication*

All communication must be done via the Head of the National Disaster Management Centre who is the designated contract officer of **COGTA/NDMC** responsible for the management of the contract.

*(i) Service of Notices*

All notices to **COGTA/NDMC** will be served to the following physical address:

The Department of Cooperative Governance and Traditional Affairs  
87 Johannes Ramokhoase (Hamilton) Street Pretoria,  
Arcadia  
0002

**SBD 3.3**

**Part 4 - Schedule C**

**PRICING SCHEDULE**

**(Professional Services)**

NAME OF BIDDER:.....	BID NO: <b>COGTA (T) 05/2020</b>
CLOSING TIME 11:00	CLOSING DATE <b>20 November 2020</b>

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

SERVICE DESCRIPTION	PRICE (EXCLUDING VAT)		
	SKILL	DPSA LEVEL	RATE WITHIN DPSA PARAMETERS
<b>APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT DISASTER DAMAGE ASSESSMENTS AND COST VERIFICATION OF ASSESSMENTS AS AND WHEN REQUIRED BY THE NATIONAL DISASTER MANAGEMENT CENTRE (OVER A PERIOD OF 36 MONTHS).</b>	Civil Engineering (Road, storm water drainage, reticulation and bulk water supply systems, structural, treatment plants)	12/13	
	Junior Engineer	9/10	
	Agricultural Engineering	12/13	
	Junior Engineer	9/10	
	Electrical Engineering	12/13	
	Junior Engineer	9/10	

	Environmental Specialist	12/13	
	Junior Specialist	9/10	
	Hydrologic Specialists/ Engineers	12/13	
	Junior Engineer	9/10	
	Hydraulic Specialists / Engineers	12/13	
	Junior Engineer	9/10	
	Land Surveyors	12/13	
	Junior Engineer	9/10	
	Quantity Surveyors	12/13	
	Junior Engineer	9/10	
	Geographic Information Systems Specialists	10/11	
	Information and Data Capturers	6	
	Disaster Management Practitioner	9/10	
Total for rates			R

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R .....
-----	-----	-----	R .....
-----	-----	-----	R .....
-----	-----	-----	R .....
TOTAL: R.....			

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R.....
-----	-----	-----	R.....
-----	-----	-----	R.....
-----	-----	-----	R.....

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index .....  
.....  
.....  
.....

Note: disbursement should not be more than 10% of the invoice amount

---

**Part 4 – Schedule D**

**Declaration of Interest**

---

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>"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 **YES / NO**  
presently employed by the state?

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 **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

(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 Tax Reference Number	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 2017**

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, 2017.**

**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 R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) the 80/20 preference point system will be applicable to this tender

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (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:

4.2

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME √</b>	<b>QSE √</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the

purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

## 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-
- abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - 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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	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**

---

**Part 4 – Schedule G**  
**Certificate of Independent Bid Determination**

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**SBD 9**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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.**

**SBD 9**  
**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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**DECLARATION THAT INFORMATION PROVIDED IN THIS BID IS TRUE, CORRECT AND UP TO DATE**

(To be completed by bidder)

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE** : .....

## **TENDER AWARDS**

### **1. DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES**

- (a) Persons aggrieved by decisions or actions taken by the Department of Cooperative Governance in the implementation of its supply chain management system, may lodge within 21 days of the decision or action, a written objection, complaint, query or dispute against such decision or action.
- (b) Objections, complaints, queries or dispute must be submitted in writing to the Senior Manager: Supply Chain Management System, Department of Cooperative Governance, Private Bag X804, Pretoria, 0001 or be handed in personally to Senior Manager: Supply Chain Management System, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001.

### **2. APPEALS**

- (a) In terms of section 3 of the Promotion of Administrative Justice Act, 3 of 2000 a person whose rights or legitimate expectation are adversely affected by the decision taken by the Department in the implementation of its supply chain management system, has the right to be given adequate notice of the right to request reasons for such decision or maybe given an adequate notice of any right of internal appeal and a reasonable opportunity to make representations, within 21 days of the date of the notification of the decision.
- (b) Appeals must be submitted in writing to the Senior Manager: Supply Chain Management System, Department of Cooperative Governance, 87 Hamilton Street, Arcadia 0001.

Such appeal must contain the following:

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

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

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

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

He/she may also request access to information in order to advance his/her proceedings in court.

- (a) All legal process and pleadings must be served on the Director-General, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001.
- (b) All request in terms of the Promotion of Access to Information must be submitted in writing to the Information Officer, Department of Cooperative Governance, 87 Hamilton Street, Arcadia, 0001 by e-mail to: [ThinavhuyoS@cogta.gov.za](mailto:ThinavhuyoS@cogta.gov.za).