



## cooperative governance

Department:  
Cooperative Governance  
REPUBLIC OF SOUTH AFRICA

<b>Bid No.</b>	<b>CoGTA (T) 19/2020</b>	
<b>Bid Description</b>	<b>APPOINTMENT OF SUITABLE SERVICE PROVIDERS TO IMPLEMENT THE COMMUNITY WORK PROGRAMME (CWP) FOR THE PERIOD OF TWELVE (12) MONTHS.</b>	
<b>Contact Person/s:</b>		SCM Officials mentioned under the bid procedures
<b>Technical Terms of reference:</b>	Name:	SCM Officials mentioned under the bid procedures Kagiso Gulston on (012) 334 0561
<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 0820/0561
	Email address:	<a href="mailto:Kgaugelot@coqta.gov.za">Kgaugelot@coqta.gov.za</a> / <a href="mailto:Mogomas@coqta.gov.za">Mogomas@coqta.gov.za</a> / <a href="mailto:Nomvulan@coqta.gov.za">Nomvulan@coqta.gov.za</a> / <a href="mailto:Kagisoq@coqta.gov.za">Kagisoq@coqta.gov.za</a>
<b>Bid briefing</b>	Venue, Date and Time	<b>Non – compulsory briefing session will be held virtually on the 15 February 2021. Due to current COVID 19 regulations. Link to the virtual meeting must be requested</b>
<b>Closing time and date for bid and venue</b>	Time and Date:	<b>11:00</b> on the <b>26 February 2021</b> at No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Foyer
	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;

**\*NB! Part 4, Schedule A and B, should be read in conjunction with Part D, 1 and 2 of the ToR's.**

## 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) 19/2020	CLOSING DATE:	26 FEBRUARY 2021	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF SUITABLE SERVICE PROVIDERS TO IMPLEMENT THE COMMUNITY WORK PROGRAMME (CWP) FOR THE PERIOD OF TWELVE (12) 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, 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	Kagiso Gulston	
TELEPHONE NUMBER	(012) 334 0912/ 0586/0820		TELEPHONE NUMBER	012 334 0561	
E-MAIL ADDRESS	Kgaugelot@cogta.gov.za Mogomas@cogta.gov.za Nomvulan@cogta.gov.za		E-MAIL ADDRESS	KagisoG@cogta.gov.za	
<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

**NB! The above should be read in conjunction with part B, par. 2.4 of the ToR's (page 20 of the bid document) and also the Annexure C, which will be uploaded as an addendum)**

**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

**NB! The above should be read in conjunction with part D, par. 2.4 of the ToR's**

**12. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **(120)** 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 To verify information provided for references to claim points;

18.1.5 To disqualify any tender/bidder who misrepresented information to claim points and

18.1.6 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. 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.
2. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
3. Bids submitted must be complete in all respects.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
11. Any alteration made by the bidder must be initialled.
12. Use of correcting fluid is prohibited.
13. Bids will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. 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 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

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>

.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**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 Schedule 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**

**NB! Please take note of other Administrative requirements on part B, Point 1 of the TOR's.**



<b>Tender Ref #:</b>	COGTA (T) 19/2020	<b>Tender Description:</b>	Appointment of suitable service providers to implement the Community Work Programme (CWP) for the period of twelve (12) months.
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**PART A – BID DETAILS**

- Closing Date:** Bids must be submitted before **11:00 on 26 February 2021**. Bids must be hand delivered or sent by courier to 87 Hamilton, Cnr Hamilton and Johannes Ramokhoase Street, Arcadia, 0183 (Bid tender box, Foyer/Reception Area). **Bids received after the closing date and time will not be accepted.**
- Briefing Session:** A briefing session will be held on **15 February 2021 at 10:00**. The briefing session is **not compulsory**. Due to current COVID-19 regulations, the department cannot physically accommodate the expected number of bidders and the briefing will therefore be conducted online. Interested bidders must contact the SCM officials indicated below for the MS Teams link.
- Contact information:** Prospective bidders **may not under any circumstances** make contact with or engage any DCOG officials other than the officials indicated below. Enquiries sent to the DCOG officials below will be routed to the relevant employees and responses will be coordinated and provided by the officials indicated below.

ENQUIRIES				
<b>Name:</b>	Kgaugelo Tselana	Mogoma Sekgothe	Nomvula Ntuli	Kagiso Gulston
<b>Tel:</b>	012 334 0912	012 334 0586	012 334 0820	012 334 0561
<b>e-mail:</b>	Kgaugelot@cogta.gov.za	MogomaN@cogta.gov.za	NomvulaN@cogta.gov.za	KagisoG@cogta.gov.za

**The Department reserves the right to disqualify any bidder that makes contact with or engages any other DCOG employee on matters / enquiries / questions related to this tender.**

- Project duration:** Successful service providers will be appointed for the period 1 April 2021 to 31 March 2022. The Department reserves the right, at its sole discretion, to extend contracts up to a maximum of 12 additional months (subject to the required approval and authorisation processes).
- Bid / Proposal format**

**Package 1:** The following must be submitted **once, regardless of the number of provinces bidding for:**

- Check List 1, signed by the bidder.
- Bidder Experience (Annexure A). Must complete attached summary sheet and provide reference letters with contact details of referees.
- SDBs 1, 3.3, 4, 6.1, 8 and 9 and all other required SCM documents.
- National Treasury Central Suppliers Database (CSD) report, not older than 30 days (www.csd.gov.za).
- Valid B-BBEE certificate issued by a SANAS and accredited verification agency or sworn affidavit. Consortia or joint ventures must take note of the relevant sections of SBD 6.1 regarding requirements for B-BBEE certificates.
- Proof of registration with UIF and COID, including a letter of good standing from the Department of Labour.
- Verified bank account details (on CSD) and confirmation of unencumbered cash balance of at least R350,000.
- Audited financial statements for the two immediate prior financial years and a confirmation letter from a registered audit firm.
- Approved assets management policy.
- Approved procurement policy.
- **Pricing information (Annexure C).** Price proposals must include VAT and must be fully inclusive to deliver all services and outputs indicated in the terms of reference (must use attached Excel template).



Bidders must submit a complete and comprehensive proposal for each province. Bidders must have physical offices in the provinces where they intend to bid for (Proof of Address must be attached). Bids will be evaluated separately for each province. The Department reserves the right to appoint more than one service provider per province and/or to appoint a service provider to more than one province.

**Package 2:** The following must be submitted for each province:

- Check List 2, signed by the bidder.
- A detailed proposal and project execution plan that contains all the information required to evaluate the bid against the requirements stipulated in this term of reference.
- Proposed project team (Annexure B). Must complete attached summary sheet and provide detailed CVs that clearly indicate experience and qualifications.

## PART B – ADMINISTRATIVE AND FUNCTIONAL REQUIREMENTS

### 1. ADMINISTRATIVE REQUIREMENTS

ADMINISTRATIVE COMPLIANCE CHECKLIST		
#	Criteria	Yes / No
<b>1.1</b>	<b>Signed Check List 1 submitted</b>	
1.2	Supplier is registered on the National Treasury Central Suppliers Database (CSD) on or before bid closing date	
1.3	Supplier is Tax Compliant (as indicated on CSD) <sup>1</sup> or verified through SARS <sup>1</sup>	
1.4	Supplier has a valid B-BBEE certificate issued by a SANAS accredited verification agency or a sworn affidavit	
1.5	Supplier completed all SBD Forms (SBD 1, 3.3, 4, 6.1, 8 and 9).	
1.6	Proof of registration with UIF and COID including a letter of good standing from the Department of Labour.	
1.7	A valid bank account (as indicated on CSD) with a South African registered bank.	
1.8	Audited financial statements for the two immediate prior financial years and a confirmation letter from a registered audit firm.	
1.9	Approved assets management policy submitted	
1.10	Approved procurement policy submitted	
1.11	Summary of supplier experience submitted (Annexure A)	
1.12	Price proposal submitted (Annexure C – must use Excel template) – prices inclusive of VAT <sup>2</sup>	
<b>2.1</b>	<b>Signed Check List 2 submitted for each province</b>	
2.2	Proposal and project execution plan submitted for each province	
2.3	Summary of project team submitted (Annexure B)	

*Note 1: Bidders that are not tax compliant on the closing date for bids or at any time subsequent to the closing date, must rectify their tax compliance status within 7 working days of being requested to do so. Bidders that remain tax non-compliant after 7 working days of being requested to rectify their tax status, will be disqualified*

*Note 2: Bidders must use Excel spread sheet attached. Costing sheets completed by hand (in writing) or where formulas in the costing sheet were tampered with will not be accepted and such bids will be regarded as administratively non-compliant.*

**No bids will be considered from:**

1. Persons in the service of the State
2. Companies/ close corporations with directors/ members who are persons in the service of the State.
3. NGO's / Non-profit institutions with directors (whether remunerated or not) in the service of the State.

Where exceptions are allowed in terms of the applicable legislation, the bidder must attach an approved and valid Remunerative Work Outside of the Public Service (RWOPS).

The Department reserves the right to use the information provided by bidders to engage banks, credit rating agencies and the relevant government institutions to obtain information on credit records, criminal records, pending court cases, etc. Suppliers that show a history of poor financial/credit management and/or criminal behaviour will not be considered. The same will apply to the key team members (Executive Manager / Team Leader, Senior Project manager, Finance Manager / CFO) as well as all directors / owners.

The Department reserves the right to apply the following criteria only to shortlisted / recommended suppliers.

ADMINISTRATIVE COMPLIANCE CHECKLIST		
#	Criteria	Yes / No
3.1	Supplier or any key team member or any Director/Owner convicted on charges related to fraud, corruption or violent/abusive behaviour.	
3.2	Supplier or any key team members have a history of poor financial / credit management.	
3.3	Any team members / director / owner in the service of the state with no approved RWOPS provided.	
3.4	SBD forms or subsequent enquiries did not reveal any information or past practices that prohibits the supplier from conducting business with the state	

## 2. FUNCTIONAL CRITERIA

### 2.1. Service provider experience

The attached summary sheet (Annexure A) must be completed. Bidders are required to attach reference letters for all projects listed in the summary sheet. The project proposal can contain additional information related to previous projects.

The past performance of bidders in executing similar projects will be evaluated using the references supplied by bidders as well as any other information available to the Department. Below satisfactory performance on a particular project may only be considered if such performance was communicated to the bidder by the contracting party and the bidder was given a reasonable opportunity to correct any deficiencies highlighted by the contracting party. The Department reserves the right to reject a bid if the service provider failed to perform satisfactorily on similar projects.

Suppliers must have proven experience of managing / implementing at least one similar project in the past 10 years. The following criteria will be considered:

- At least one project that required the extensive engaging and involvement of local government and / or social stakeholders at a municipal ward level, or similar community-based projects.
- At least one project with a total budget of R50 million or more.
- Local footprint: Ability to service the chosen areas of operation (Provinces bidding for). Details of established offices in the province and/or an implementation model that would enable the bidder to successfully engage communities and local municipalities across the province.
- Proof of unencumbered cash balance to the value of R350 000 or more.
- Approved assets management policy (policy signed by the board or similar governing structure / authority) demonstrating the bidder's ability to manage and safeguard departmental assets.
- Approved procurement policy (policy signed by the board or similar governing structure / authority). The policy must demonstrate the bidder's ability to conduct procurement in full compliance with the Public Finance Management Act, Treasury Regulations, Preferential Procurement Policy Framework Act and Regulations, relevant National Treasury Instructions and the DCOG procurement policy.

DCOG reserves the right to verify experience and to contact references provided, as well as any other third party that could verify the experience and performance of service providers.

Audited financial statements submitted by the bidder will be used to determine the bidder's record in financial and procurement management. Bidders that are unable to demonstrate a history of sound financial and procurement management will not be considered.

## 2.2. Team composition

The attached summary sheet (Annexure B) must be completed for the entire project team. Team members indicated in the proposal must be available for the duration of the project and must play a meaningful role in the project. Replacement of team members may only be done in consultation with DCOG and replacement team members must have the same qualifications / experience as those they are replacing.

The following must be submitted for each of the proposed team members:

- Written confirmation of availability (signed by the proposed team member) for the expected duration of the project.
- Detailed CV indicating qualifications, previous experience as well as letters of reference (references must be contactable).
- Copies of qualifications.

DCOG reserves the right to verify all qualifications through the South African Qualifications Authority and to verify experience indicated on CVs with third parties.

### 2.2.1. Team Qualifications and Experience required

Team members must demonstrate adequate experience through the number, types and geographical spread of projects/assignments undertaken. Detailed CVs that clearly indicate experience and qualifications of all team members must be included in the proposal.

<b>Roles</b>	<b>Qualifications</b>	<b>Experience</b>
Executive Manager / Team Leader	<b>Minimum:</b> Any relevant 3-year tertiary qualification. <b>Advantage:</b> Relevant post-graduate qualification	<b>Minimum:</b> Has, during the past 10 years, worked as part of the team on at least three community-based projects and was the lead on at least one such project.
Senior Project manager	<b>Minimum:</b> 3-year Tertiary qualification in project management or with project management as a subject at third year level.	<b>Minimum:</b> Successfully managed and completed at least one project of R50 million or more.
Finance Manager / CFO	<b>Minimum:</b> 3-year Tertiary qualification in accounting or with accounting as a subject at third year level. <b>Advantage:</b> Chartered Accountant	<b>Minimum:</b> At least 5 years work experience as a Finance Manager / CFO or similar position in an organisation(s) with a total annual turnover of R50 million or more. Must demonstrate experience in working with or at PFMA compliant institutions.
Other team members	None	Minimum: At least <b>three (3)</b> team members with experience in implementing similar / relevant community-based projects.

## 2.3. Project proposal / execution plan

The bid proposal submitted by the bidder must include a detailed project execution plan. The bid proposal and project execution plan must address all the deliverables and requirements indicated in Part E. The following key indicators will be evaluated:

- Overall alignment of the proposal and project execution plan to the objectives and requirements of the Department
- Compiling and implementation of relevant site plans
- Registration of participants
- Supervision of participants
- Financial Management

- Assets management

The proposal should further outline how the service provider will utilise the CWP to address social challenges and support economic upliftment relevant to the particular province.

## 2.4. Costing Methodology

The total budget allocated to the CWP programme per financial year (1 April to 31 March) will be determined by the Department in consultation with National Treasury. The budget information provided in the tables below is provided to guide bidders in determining the size and scope of the project. **The actual total budget and budget per province will differ:**

Component	Value
A: Participant wages / COID / UIF	R2,900,000,000
B: Goods/Services/Equipment	R550,000,000
C: Project management fees	R250,000,000
<b>TOTAL</b>	<b>R3,700,000,000</b>
Participant enrolment rate (number)	260,000

The approximate breakdown of the indicative budget per province is as follows:

Province	Participants	Number of sites per Province	A: Participant wages / COID / UIF	B: Goods / Services / Equipment
Eastern Cape	47080	36	327 543 846	62 120 386
Free State	24550	19	142 456 923	27 017 692
Gauteng	20840	15	753 308 461	142 868 846
Kwa-Zulu Natal	43550	44	560 893 462	106 376 346
Limpopo	28100	22	284 668 462	53 988 846
Mpumalanga	27400	19	227 627 692	43 170 769
North West	20900	20	199 854 615	37 903 462
Northern Cape	21900	26	62 885 385	11 926 538
Western Cape	17698	24	340 761 154	64 627 115

The budget allocated per province will consist of the following components:

- **A:** Wages to be paid directly by the Department to registered and valid CWP participants (as well as UIF and COID payments to be made directly by the Department).
- **B:** Agreed expenditure (based on an approved project/site plan) on goods / services / equipment (per site/province) such as:
  - Protective clothing for participants.
  - Consumables required by participants in the execution of their duties.
  - Tools and equipment required by participants in the execution of their duties.
  - Training of participants.
  - Any other goods or services as agreed to between the Department and the Service provider.
- **C:** Project management fees to be paid to the Service Provider.

The monthly project management fee (PM Fee) payable to the service provider will be calculated as follows:

- Fixed (FC) amount per registered and valid participant (RP) per day worked (Component A above) as confirmed through signed time sheets.
- Variable amount based on actual valid expenditure on component B above (GS) multiplied by a % fee (VC).
- Less 5% retention fee.

$$\text{PM Fee} = 0.95 \times ((\text{RP} \times \text{FC}) + (\text{GS} \times \text{VC}\%))$$

The bid amount to be used for the purposes of the PPPFA Evaluation will be based on an indicative monthly provincial budget as indicated in Annexure C. This indicative (estimated) budget is provided for the purposes of equitable bid price comparison only – The actual budget allocated per site / province will be determined by the Department during the contracting process.

The project management fee must be **sufficient to cover all overheads and operational expenses** to be incurred by the service provider in the provision of the services as stipulated in the ToR. No additional costs / disbursements will be considered by the Department.

If a service provider is at any stage unable to meet its operating / running cost from the Project Management Fee, the Department reserves the right to cancel the contract and to allocate the affected site(s) to another service provider.

All prices must be inclusive of VAT (if VAT registered) and must include all costs to fully execute all deliverables indicated in this ToR. No variation in contract price will be permitted.

## **PART C – BID EVALUATION PROCESS**

**General principle:** In cases where bidders submitted insufficient evidence or where evidence is ambiguous, bidders may be requested to provide additional evidence and may be re-scored based on this information. Additional information submitted may only be used as evidence to substantiate what is already contained in the proposal. **The costing and content of proposals may not be amended under any circumstances.**

### **1. Administrative evaluation**

Only bids that comply with all administrative requirements (See Part B-1) and that submitted all required bid documents (acceptable bids) will be considered during the functional evaluation phase. Only acceptable bids will therefore be scored by the Bid Evaluation Committee against the functional criteria indicated below.

### **2. Functional evaluation**

Acceptable Bids will be scored by the Bid Evaluation Committee (BEC) against the criteria indicated in this Terms of Reference. The score obtained by a bidder for each criterion will be the average of the scores assigned by each panel member, rounded to the one decimal place. The overall score obtained by a bidder will be the sum of average scores for each criterion. The overall score will be expressed as a percentage (Total score divided by the maximum possible score, then multiplied by 100)

All criteria carry equal weight. The following scoring system will be applied to the evaluation of all functional criteria:

<b>Scoring system</b>
1 – Does not comply with the requirements
2 – Partial compliance with requirements
3 – Full compliance with requirements
4 – Exceeds requirements (where applicable)

**Functional Evaluation Stage 1: Bidder experience and capability**

The BEC will evaluate all acceptable bids based on the proposals and bid documents submitted. Only Bidders that received the minimum score for each criteria and an overall score of at least 60% will proceed to functional evaluation stage 2. Bidders that did not meet both these requirements will be eliminated.

<b>Functional Evaluation Criteria Stage 1: Bidder experience and capability</b>		<b>Min. Score</b>	<b>Score</b>
1.1	<p><b>Supplier experience</b></p> <p>1= Supplier does not meet the experience requirements for project size (R50m+) <u>and</u> similar community-based projects.</p> <p>2= Supplier meets experience requirements for either the project size (R50m+) <u>or</u> similar community-based projects.</p> <p>3= Supplier meets both the experience requirements for project size (R50m+) and similar community-based projects.</p> <p>4= Supplier significantly exceeds the experience requirements for project size (R50m+) and similar community-based projects.</p>	2	
1.2	<p><b>Procurement and assets management policies</b></p> <p>1= No or inadequate policies</p> <p>2 = Policies contain some areas of concern that could be addressed during the contracting process</p> <p>3= Policies are adequate and will enable the supplier to conduct procurement and manage assets on behalf of the Department in full compliance with applicable legislation, regulations, and policies</p> <p>4= Policies are innovative and will add value to the project</p>	2	
1.3	<p><b>Audit History</b></p> <p>1= Audit reports indicative of <b>poor</b> governance / management practices</p> <p>2 = Audit reports contain some areas of concern that could be addressed during the contracting process</p> <p>3= Audit reports indicative of <b>good</b> governance and management practices</p>	2	
1.4	<p><b>Financial History</b></p> <p>1= Financial statements indicative of <b>poor</b> financial management and/or Supplier did not provide evince of unencumbered cash balance of at least R350,000.</p> <p>2 = Financial statements contain some areas of concern that could be addressed during the contracting process. Supplier provided evince of unencumbered cash balance of at least R350,000.</p> <p>3= Financial statements indicative of <b>good</b> financial management. Supplier provided evince of unencumbered cash balance of at least R350,000.</p>	2	
<b>SUB-TOTAL 1</b>		-	
<b>MAXIMUM SCORE 1</b>		-	<b>14</b>

**Functional Evaluation Stage 2: Team Qualifications and Experience (per province)**

The BEC will evaluate acceptable bids that met the minimum requirements during functional evaluation stage 1 based on the proposals and bid documents submitted. Only Bidders that received the minimum score for each criteria and an overall score of at least 70% will proceed to functional evaluation stage 3 for the particular province. Bidders that did not meet both these requirements will be eliminated (for the particular province).

<b>Functional Evaluation Criteria Stage 2: Team Qualifications and Experience</b>		<b>Min. Score</b>	<b>Score</b>
2.1	<p><b>Executive Manager/Team Leader</b></p> <p>1= The Executive Manager / Team Leader does not meet the minimum requirements for either experience or qualifications, or did not submit verifiable documents, or did not submit written confirmation of availability for project.</p> <p>3= The Executive Manager / Team Leader meets all of the minimum experience and qualifications requirements.</p> <p>4= The Executive Manager / Team Leader exceeds the minimum experience or qualifications requirements.</p>	3	
2.2	<p><b>Senior Project Manager</b></p> <p>1= None of the team members meet the meet the minimum requirements for either experience or qualifications for Senior Project Manager, or did not submit verifiable documents, or did not submit written confirmation of availability for project.</p> <p>3= At least one team member meets the minimum experience and qualifications requirements for Senior Project Manager.</p> <p>4= More than one team member meet the minimum experience or qualifications requirements for Senior Project Manager.</p>	3	
2.3	<p><b>Finance Manager / CFO</b></p> <p>1= None of the team members meet the meet the minimum requirements for either experience or qualifications for Finance Manager/CFO, or did not submit verifiable documents, or did not submit written confirmation of availability for project.</p> <p>3= At least one team member meets the minimum experience and qualifications requirements for Finance Manager /CFO.</p> <p>4= More than one team member meet the minimum experience or qualifications requirements for Finance Manager /CFO.</p>	3	
2.4	<p><b>Project Team</b></p> <p>1= No or only one (1) team member with experience in implementing similar / relevant community-based projects.</p> <p>2= Only two (2) team members with experience in implementing similar / relevant community-based projects.</p> <p>3= Three (3) team members with experience in implementing similar / relevant community-based projects.</p> <p>4= Four (4) or more team members with experience in implementing similar / relevant community-based projects.</p>	3	
<b>SUB-TOTAL 2</b>		-	
<b>MAXIMUM SCORE 2</b>		-	16

### Functional Evaluation Stage 3: Proposal, project plan and costing methodology, local footprint (per province)

The BEC will evaluate acceptable bids that met the minimum requirements during functional evaluation stages 1 and 2 based on the proposals and bid documents submitted. Only Bidders that received the minimum score for each criteria and an overall score of at least 70% will proceed to functional evaluation stage 4 for the particular province. Bidders that did not meet both these requirements will be eliminated (for the particular province).

<b>Functional Evaluation Criteria Stage 3: Proposal, project plan and costing methodology, local footprint</b>		<b>Min. Score</b>	<b>Score</b>
2.1	<p><b>Understanding the brief. The proposal and / or presentation by the service provider</b></p> <p>1= Did not address the purpose and objectives of the project.</p> <p>2= Proposal shows some understanding of the requirements and partially addresses the purpose and objectives of the project.</p> <p>3= Proposal shows good understanding of the requirements and fully addresses the purpose and objectives of the project.</p> <p>4= Proposal shows exceptional understanding of the sector and policy issues, the purpose and objectives of the project responded innovatively and proposal offered added value to the project.</p>	2	
2.2	<p><b>Extent to which the costing methodology is realistic given the scope and time frames of the project</b></p> <p>1= Costing of the project is not aligned to the scope and times frames of the project.</p> <p>2= Costing of the project not entirely aligned to scope and time frames and may negatively impact delivery.</p> <p>3= The costing methodology is realistic given the scope and time frames of the project.</p> <p>4= The costing methodology provides innovative solutions to reduce costs associated with the project.</p>	2	
2.3	<p><b>Project execution plan</b></p> <p>1= No project plan included in bid.</p> <p>2= Project plan does not fully address all deliverables or does not indicate completion within the required time frames.</p> <p>3= Project plan addresses all deliverables and indicates completion of the project within the required time frames.</p> <p>4= Project plan addresses all deliverables and indicates completion of the project within the required time frames. Significant value add contained in the project plan</p>	2	
2.4	<p><b>Supplier local footprint</b></p> <p>1= The supplier could not demonstrate its ability to service the chosen areas of operation (Province).</p> <p>2= The supplier could not demonstrate its ability to service the chosen areas of operation (Province) but has offices in the province.</p> <p>3= The supplier provided sufficient evidence of its ability to execute the CWP in the province.</p> <p>4= The supplier has an office and extensive networks in the province</p>	2	
<b>SUB-TOTAL 3</b>		-	
<b>MAXIMUM SCORE 3</b>		-	16

### Functional Evaluation Stage 4: Overall score

The overall score for each bidder will be calculated by adding the subtotal for functional evaluation stages 1, 2 and 3 (Maximum overall score of 46). Only Bidders that received the minimum score for each criteria and an overall score of at least 75% will proceed to Price and BBBEE evaluation for the particular province. Bidders that did not meet both these requirements will be eliminated (for the particular province).

### 3. Price evaluation

Only bids that met all administrative requirements and the minimum functional requirements for all functional evaluation stages will be evaluated in terms of the provisions of the Preferential Procurement Framework Act and related regulations – see attached bid documents. The price and BBBEE evaluation (see SBD 6.1) will be conducted separately for each province.



#### 4. Award

The bidder with the highest score (price points and B-BBEE contribution level points) for each province will be the recommended bidder for the particular province.

In the event of one bidder being the recommended bidder for more than three (3) provinces, the Department reserves the right to appoint bidders that obtained the second or third highest scores and to consider total scores for functional criteria in the final decision-making process.

### **PART D – CONTRACT MANAGEMENT AND SPECIAL CONDITIONS**

#### **1. CONTRACT MANAGEMENT**

- 1.1. The successful bidder will be required to enter into a service level agreement (SLA) with the Department of Cooperative governance. The National Treasury General Conditions of Contract (GCC) will form part of the SLA to be concluded between DCOG and the successful bidder.
- 1.2. If the parties (the Department and the appointed service provider) are unable to reach agreement on the special conditions of contract (SLA) after a period of 14 calendar days of the date on which the bid award is communicated to the service provider, then the Department reserves the right to cancel the award to the service provider and to appoint another services provider.
- 1.3. Bidders should note that:
  - All information related to this bid, or information provided to the service provider subsequent to the award of this bid, must be treated as confidential and may not be disclosed in any way to third parties without the explicit written consent of DCOG.
  - All right, title and ownership of any Intellectual Property developed by or for the Service Provider or DCOG independently and outside of execution/production of the Deliverables related to this bid, and provided during the course of this project (“Background IP”) shall remain the sole property of the party providing the Background IP.
  - To the extent that the Service Provider utilises any of its Background IP in connection with the Deliverables, such Background IP shall remain the property of the Service Provider and DCOG shall acquire no right or interest therein. Service Provider shall grant DCOG a non-exclusive, royalty-free, non-transferable licence to use such Background IP strictly for purposes of making beneficial use of the Deliverables into which such Background IP has been incorporated.
  - All Intellectual Property rights in Bespoke Deliverables are or will be vested in and owned by DCOG unless specifically agreed otherwise in writing. The Service Provider agrees that it shall not, under any circumstances, question or dispute the rights and ownership of DCOG in and to the Bespoke Deliverables. DCOG shall grant the Service Provider a non-exclusive, royalty free, non-transferable licence to use the Bespoke Deliverables for the purpose of performing its obligations under this project.
  - The Service Provider may not publish or sell, in whole or in part, any Bespoke Deliverables emanating from this project without the explicit written consent of DCOG.
  - The Copyright of any Bespoke Deliverables shall vest in DCOG.
- 1.4. No amendments to the SLA or any 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.

#### **2. SPECIAL CONDITIONS APPLICABLE TO THIS BID**

- 2.1. The Department may, at its sole discretion, cancel this bid
- 2.2. The Department intends to award the bid per province (one service provider per province). The Department however reserves the right to appoint more than one service provider per province and to appoint the same service provider to more than one province.
- 2.3. The period of thirty days (30 days) referred to in the General Conditions of Contract paragraph 27.2 applies. If the service provider is found to have engaged in fraudulent activities or caused the Department to incur irregular expenditure, the Department reserves the right to cancel the agreement with immediate effect.

Repercussions for the conduct of the Service Provider referred to above may include blacklisting of the Service Provider thus preventing them from doing business with government for a period of 10 years.

2.4. Additional conditions for an applicant who would like to apply as a Consortium / Joint Venture. It is recognized that applicants may wish to form consortia or joint ventures to respond to this bid. The following guidelines apply:

- One of the members shall be nominated by the others as authorised to be the lead applicant and this authorisation shall be included in the agreement entered between the consortium members.
- The lead applicant in the Consortium or Joint Venture must satisfy all the requirements contained in the ToR and submit all the relevant documents necessary to meet the minimum requirements of the applications.
- Other members of a consortium or a joint venture must comply with the requirements in line with Service Provider Funding Policy prescripts for the respective Service Provider categories.
- The consortium/joint venture submission must be signed-off by each institution/organisation to be legally binding on all consortium members.
- The lead applicant shall be the only authorised party to make legal statements, communicate with the department, and receive instructions for and on behalf of all the members of the consortium.
- The lead applicant shall be held responsible for the delivery of services and for meeting conditions outlined in this bid.
- A copy of the agreement entered and signed by all members of the consortium or joint venture shall be submitted with the consortium proposal indicating the respective responsibilities of each party.
- Indicate how the joint venture/ consortium will be managed in the event of a dispute arising during the implementation period of the programme (Provide a contingency plan of managing any possible conflicts).

## **PART E – DETAILED REQUIREMENTS**

### **2. INTRODUCTION**

- 2.1. The Department of Cooperative Governance (hereunder referred to as the department) invites qualifying service providers to bid for the implementation and management of Community Work Programme (CWP) sites for a period of one (1) year. The Department may, at its sole discretion and subject to approval by National Treasury, extend contracts up to a maximum of 12 additional months.
- 2.2. The CWP is a social protection programme, and its primary purpose is to create access to a minimum level of regular and predictable work for the poor, unemployed and underemployed by providing a small income and work experience. The programme specially targets areas of high unemployment where sustainable alternatives are likely to remain limited for the foreseeable future. Consequently, the poorest wards in a municipality are prioritized for the programme roll out. In this process, the CWP's purpose is also to achieve the following:
  - The provision of an employment safety net in the form of work opportunities in recognition of the fact that sustainable employment solutions will take time, and will reach the most marginalized last;
  - The development of public assets and services in poor communities;
  - Effective community development approaches, including community participation; and
  - Enhanced economic 'agency' of people in socio-economically marginalised areas through the provision of work opportunities and work experience thus enhancing dignity and promoting social and economic inclusion.
- 2.3. The Department pays the wages of participants directly and the Service Providers manage sites, providing a direct comprehensive technical implementation and programme management support service.
- 2.4. The Department will assess the capacity and project proposals of interested service providers against the requirements set out in these terms of reference. Shortlisted organisations will be subjected to financial, systems and physical due diligence.

### **3. BACKGROUND TO THE COMMUNITY WORK PROGRAMME (CWP)**

- 3.1. The Community Work Programme (CWP) is a government-funded, community-driven programme based in the department. It falls under the broad umbrella of Public Employment Programmes (PEPs) designed to cushion enrolled participants from the harsh impacts of poverty and unemployment. The CWP was conceptualized as part of the Presidency's Second Economy Strategy Project in 2007 and was implemented as a pilot from 2007 to 2009 under the auspices of the Presidency and the Department of Social Development with funding from an international development agency and support from a few non-governmental organisations who played the programme management role.
- 3.2. Following a successful pilot phase, in 2009, the CWP was made a component of Phase 2 of the Department of Public Works' Expanded Public Works Programme (EPWP) as a fully-fledged government-funded programme. Within a year of the programme being with the Department of Public Works, the Presidency reassigned it to the department of Cooperative Governance with effect from April 2010. However, ties with EPWP remain and both programmes now fall under the Public Employment Programmes (PEP) umbrella.
- 3.3. The primary objective of the programme is to provide an employment safety net to poor, unemployed and under-employed people by providing them with regular and predictable work opportunities enabling them to earn a monthly stipend while contributing to the development of the communities in which they live.
- 3.4. Participation in the CWP does not disqualify beneficiaries from benefiting from other social protection initiatives (or grants) for which they qualify. In addition, CWP participants can and are encouraged to participate in other livelihood initiatives such as part-time employment or self-employment with the CWP wages complementing whatever they earn through other initiatives.
- 3.5. The various types of work that are undertaken at CWP sites must be "useful". The "useful work" must be decided on by communities themselves through representative community structures called Local Reference Committees (LRCs). Useful work is defined as work that contributes to the public good, to community development and to the creation and maintenance of community assets as well as to the provision of community services. Furthermore, to the extent possible, useful work projects must be aligned to municipal or ward priorities as outlined in the Integrated Development Plans and Ward Development Plans where the latter exist.

- 3.6. The key design features of the programme include the fact that the CWP is a partnership programme. This entails fostering not only inter-governmental partnerships involving national sector departments but also collaborations with provincial departments (coordinated by Provincial the departments), CWP municipalities as well as with civil society organisations and communities in which the CWP is being implemented. At the local level, the manifestation of the centrality of partnerships in the programme finds expression through LRCs which are bodies comprising of various role players primary among whom are community representatives. LRCs, which play an advisory and support role to Service Providers, are critical to site effectiveness and delivery on programme imperatives. To this effect, it is crucial that they encompass the community voice.
- 3.7. While CWP participants are in the programme, they are also expected to receive some training, primarily to optimise useful work outputs, but also to help them acquire skills that might enhance their employability prospects outside the CWP or equip them with skills and experience to start their own income-generating initiatives. Presently, most CWP partnerships support the training of CWP participants.

#### 4. KEY FEATURES OF THE COMMUNITY WORK PROGRAMME

- 4.1. The **CWP is designed as an employment safety net, not an employment solution** for participants. It provides a baseline in terms of income security and economic access and participation;
- 4.2. It is an **area-based programme implemented in a defined local area called “a site.”** A site is usually a municipal area that extends over several wards. Sites are established in poor areas where unemployment is high and sustainable jobs will take the longest to reach. Each site is sub-divided into a few sub-sites constituting of wards and villages;
- 4.3. It is **meant to complement and not replace the existing livelihood strategies** of unemployed and underemployed people. The CWP is an ongoing programme with participants moving in and out of the programme as their needs change;
- 4.4. The CWP provides access to a minimum level of regular work on an on-going and predictable basis for those who need it the most at the local level. Currently, it offers **100 days of work a year**, managed as either two (2) days a week or eight (8) days of work per month.
- 4.5. **The CWP uses community participation processes to identify ‘useful work’** through Local Reference Committees (LRCs). ‘Useful work’ is defined as an activity that contributes to the public good. The work undertaken is generally multi-sectoral (undertaken across departmental mandates and spheres) and responds to priorities set at local level through community participation processes. Generally, each site identifies a set of anchor programmes that are ongoing and provide core work;
- 4.6. Examples of useful work undertaken by CWP sites include, but are not limited to, the following:
- Maintenance of feeder roads;
  - Donga repair;
  - Spring protection;
  - Building water tanks;
  - Fixing classrooms, with authorization and cooperation from DBE;
  - Developing and maintaining productive food gardens (household and community);
  - Planting trees;
  - Environmental clean-ups;
  - Home- and community-based care work;
  - Caring for orphans and vulnerable children;
  - Providing labour to maintain food security for vulnerable households;
  - Running sports activities or homework classes at schools;
  - Organising community sports events;
  - Holding community arts and culture activities (for example, organising drama groups, researching the community’s social history);
  - Initiating community policing and patrols, and responding to social challenges such as reducing violence against women (converted to ‘work’ by providing street guards in rape hotspots, and cutting the long grass adjacent to pathways, for example);

- Supporting local governance, planning and research as well as participation in the implementation of relevant national campaigns such as the Food and Nutrition Security Strategy; and
  - Innovative initiatives which address community development needs.
- 4.7. The CWP prioritizes labour-intensive activities (with a target ratio of approximately 75:25 wages to non-wage costs at site level). Non-wage costs are all the costs of running a site excluding the cost of wages and primarily consist of tools and materials, protective clothing, training, technical support, capacity building at community level and project management fees. This ratio requires partnerships with other players in order to co-resource/co-fund activities with high material inputs
- 4.8. The CWP is designed to operate at scale - to build up to and maintain participation levels of 1,000 participants or more per site if operating at full scale although lower participant levels may be permitted in appropriate circumstances;
- 4.9. CWP sites are managed by Service Providers who are appointed to establish a site, which entails the facilitation of the formation of a Local Reference Committee and the identification of useful work through a consultative community engagement process, the recruitment and registration of participants, as well as the planning and management of useful and labour-intensive work activities while providing day-to-day financial, logistical and project management services;
- 4.10. A CWP site requires formal support, collaboration and partnership with the Municipality, other relevant local government structures and the Provincial Department responsible for Local Government or Cooperative Governance;
- 4.11. The CWP empowers communities, through LRCs to identify and undertake the work in accordance with their needs; and
- 4.12. The payment of wages is through a cashless system which entails participants' wages being deposited directly into their individual bank accounts thus minimizing the risk of handling cash. The department is responsible for the payment of participants. Service Providers are responsible for the recruitment, appointment, collection, recording and safekeeping of accurate and complete participant data and supporting documents and providing these to the department to facilitate participant payments. *COMPLETE AND ACCURATE DATA IS KEY TO THIS PROCESSES.*

## 5. SCOPE OF WORK

- 5.1. The programme is being implemented through an integrated model meaning the department retains the responsibility for the direct payment of CWP wages, against wage schedules provided by Service Providers. Service Providers will be responsible for the following:
- Site inception establishment and/or maintenance (section 3.1);
  - Programme implementation (section 3.2);
  - Reporting and administrative requirements (section 3.3); and
  - Management of assets and inventory (section 3.4).
- 5.2. The Service Provider's role will be undertaken on a full-service basis for the budget components. This means, inter alia, that the procurement of goods and services required for implementation will be the responsibility of the Service Providers, who will be expected to equip and brand CWP sites appropriately for the work to be performed, with such tools and materials forming part of their own asset registers for audit purposes for the duration of the contract. In performing this role, the Service Providers will mirror the department's procurement process as they are implementing on behalf of the department – using government's financial resources.

### 5.3. Site inception

The Service Provider is responsible for the continued management of existing sites and the establishment of new sites.

#### 5.3.1. Site inception: new sites

The following functions are expected to be performed in the site inception phase;

- **Consult with local stakeholders.**

- **Establish a Local Reference Committee** for each site. The LRC should comprise representatives from local government, traditional leaders, ward councillors from participating wards, ward committee representatives from local civil society organizations, faith-based organisations, educational institutions and other relevant organisations. The Service Provider is responsible for convening quarterly LRC meetings.

#### 5.3.2. Site maintenance: existing sites

In the case of existing sites at which newly appointed Service Providers are assuming the functions of previous Service Providers, the Service Providers will do the following, in line with the handover manual:

- Undertake a handover process with the Service Provider previously managing the site and undertake an assessment of the state of the site.
- Aim for continuity of site functioning, so that work is not interrupted.
- In parallel, undertake the same consultation and planning processes outlined above, with a view to ensuring an appropriately endorsed Business Plan and all required systems and processes required for site implementation are fully functional within 3 months of the contract being signed.

### 5.4. Programme Implementation

5.4.1. The Service Provider will be accountable to the department's Programme Management for ensuring that the CWP site is managed in accordance with CWP Norms and Standards and associated documentation (Available on our website). A prospective and eligible Service Provider is expected, at a minimum level, to perform the following functions:

- Facilitate the meeting of LRCs at least once a quarter and monitor the implementation of the programme.
- Maintain optimal levels of ongoing participation based on agreed contractual targets, with the Service Provider recruiting and registering additional participants when vacancies arise on the terms set out under 'Site Inception' above.
- Ensure that regular and predictable work opportunities are provided to participants who are engaged in useful work, subject to an approved Site Business Plan (which can be updated and adapted as part of quarterly Performance Review processes).
- Manage the CWP sites effectively to deliver quality work and outputs in accordance with applicable sectoral standards that benefit the community.
- Ensure that CWP participants are timeously provided with tools and materials, Personal Protective Equipment (PPE), that are necessary to perform their trade through a credible procurement system that would guarantee achievement of quality work outcomes.
- Ensure that information is updated onto the CWP MIS and EPWP Reporting System (EPWPRS) on an ongoing and timely basis.
- Coordinate training and ensure that technical input is provided in the design and implementation of the work activity, also empowering participants and strengthening their livelihoods and/or opportunities for employment or self-employment.
- Initiate local-level stakeholder engagements and participation processes to strengthen partnerships outcomes.
- Conduct exit interviews when participants leave the project, to support impact evaluation on the role of CWP in supporting transitions to other livelihood and/or labour market activities.
- Follow-up on and address queries and complaints that arise from sites and be pro-active in investigating all reports or allegations of corruption or fraud relating to CWP, by reporting these to the National Programme Manager or his/she designates as part of the monthly reports.
- Undertake a physical participant verification exercise during the last quarter (January – March) of each financial year in preparation for the re-registration for the following year.

### 5.5. Reporting and administrative requirements

Progress on the project should be reported to the department through the department's National Programme Manager/Deputy Director-General or his/her designate, who is the designated official of the department, responsible for the management of the contract. At a minimum level the reporting functions include the following:

- The Service Provider shall provide key performance and financial reports to the department on a monthly, quarterly and annual basis in accordance with agreed service level agreements and in line with agreed reporting formats and protocols, to:

- i. The Provincial, the Departments/Provincial Departments of Local Government; and
  - ii. The municipalities where the site is located.
  - iii. And agreed central repository as may be determined from time to time.
- b) Service Providers will maintain all supporting documents and records required and keep these available for audit purposes.
- c) In terms of wage administration, Service Providers will perform the following:
  - i. Maintain a monthly Payment Register on all active participants for the month as per signed attendance registers, inclusive of the amounts.
  - ii. Validate and verify participants' attendance registers that are duly signed, accurate and complete prior to data upload onto the CWP MIS and EPWPRS or any electronic system provided by the department.
  - iii. Submit validated, verified and signed-off as approved, participants' attendance registers to the department (copies) and file and maintain originals. Ensure that automation is implemented when necessary.
  - iv. Rectify data discrepancies between CWP MIS and EPWPRS or any of the department's systems and original source documents.
- d) Service Providers are responsible for the registration of participants on the CWP MIS and EPWPRS and/or any system and monthly reporting of required performance and other information on these systems including uploading of required supporting documentation.
- e) Service Providers are expected to participate at non-site meetings as set out below:
  - i. Monthly management meetings at a provincial level
  - ii. Quarterly LRC meetings
  - iii. Quarterly Regional Performance Review meetings
  - iv. Quarterly Provincial Steering Committee Meetings
  - v. Bi-annual Performance Assessment Meetings
  - vi. Up to five additional meetings called by the department per annum

## **5.6. Management of Assets and Inventory**

At a minimum level, the management of assets and inventory undertaken by the Service Providers includes the following:

- a) The tools, materials, protective clothing and any other site assets procured by the Service Provider for the execution of the CWP shall be maintained and used by the Service Provider for CWP purposes. In the event of sites being discontinued the Service Provider will transfer such assets for further use at existing and/or new CWP sites.
- b) Procurement of any assets from R5,000 (South African Rands) per individual item shall be discussed with the relevant DCOG program manager to ensure correct classification in the asset register. Failure to procure such assets with departmental approval will be deemed irregular.
- c) Service Providers must have a procurement policy that is transparent, cost effective, fair, equitable and an effective procurement and provisioning system that will ensure value for money while implementing CWP (In line with section 217 of the constitution of the Republic of South Africa, 1996). Procurement policies must be aligned to that of the department.
- d) Procurement Plans will be developed and approved as part of the Business Plans, with the opportunity to update or amend as part of quarterly Performance Review reports.;
- e) Service Providers will develop internal control measures to ensure sound management of assets, inventory and consumables and that all relevant records and registers are available for audit purposes and the department for confirmation and review.

## **5.7. Financial arrangements**

- 5.7.1. The total budget allocated to the CWP programme per financial year (1 April to 31 March) will be determined by the Department in consultation with National Treasury. The budget allocated per site/province will consist of the following components:
  - A: Wages to be paid directly by the Department to registered and valid CWP participants (as well as UIF and COID payments to be made directly by the Department).

- B: Agreed expenditure (based on an approved project/site plan) on goods/services/equipment (per site/province) such as:
  - Protective clothing for participants.
  - Consumables required by participants in the execution of their duties.
  - Tools and equipment required by participants in the execution of their duties.
  - Training of participants.
  - Any other goods or services as agreed to between the Department and the Service provider.
- C: Project management fees to be paid to the Service Provider.

5.7.2. The monthly project management fee (PM Fee) payable to the service provider will be calculated as follows:

- Fixed (FC) amount per registered and valid participant (RP) per day worked (Component A above) as confirmed through time sheets and applicable supporting documentation.
- Variable amount based on actual valid expenditure on component B above (GS) multiplied by a % fee (VC).
- Less 5% retention fee.

$$\text{PM Fee} = 0.95 \times ((\text{RP} \times \text{FC}) + (\text{GS} \times \text{VC}\%))$$

5.7.3. The project management fee must be sufficient to cover all overheads and operational expenses to be incurred by the service provider in the provision of the services as stipulated in the ToR. No additional costs / disbursements will be considered by the Department.

5.7.4. If a service provider is at any stage unable to meet its operating / running cost from the Project Management Fee, the Department reserves the right to cancel the contract and to allocate the affected site(s) to another service provider.

5.7.5. The service provider will be required to submit claims (invoices) for expenditure and project management fees for a particular month, on or before the last day of the following month. The Department will reimburse the supplier within 30 calendar days for all claims submitted on time.

5.7.6. Late claims will be excluded from the amounts used to calculate project management fees. Where claims are submitted late, only actual expenditure (component B) will be reimbursed to the service provider.

5.7.7. The 5% portion of the Project Management Fee retained by the Department will be paid to the supplier (less outstanding advances and other penalties) within 30 days of finalisation of the agreed project close-out process.



**CHECK LIST 1: To be submitted once (regardless of number of provinces bidding for)**

Supplier Name	
Document	Check
National Treasury Central Suppliers Database (CSD) report not older than 30 days	
Tax Compliant (as indicated on CSD) or verified through SARS	
Valid B-BBEE certificate issued by a SANAS accredited verification agency or sworn affidavit	
Invitation to bid (SBD 1) completed and signed	
Pricing Schedule (Amended SBD 3.3) competed. Bid prices in SBD 3.3 aligned to Annexure C	
Declaration of interest (SBD 4) completed and signed	
Preference Points Claim (SBD 6.1) completed and signed	
Declaration of past supply chain management practices (SBD 8) completed and signed	
Certificate of Independent Bid Determination (SBD 9) completed and signed	
Proof of registration with UIF and COID attached	
Letter of good standing from the Department of Labour.	
Proof of banking details (banking details indicated as verified on CSD) and confirmation of unencumbered cash balance of R350 000 or more.	
Audited financial statements for the two immediate prior financial years <u>and</u> a confirmation letter from a registered audit firm.	
Approved (signed) assets management policy attached	
Approved (signed) procurement policy attached	
Summary of supplier experience submitted (Annexure A).	
Reference letters with contact details of referees submitted for projects listed in Annexure A	
Approved and valid Remunerative Work Outside of the Public Service (RWOPS) attached for all persons/owners/directors in the service of the state. (Where applicable)	
Price proposal submitted (Annexure C – must use Excel template) – prices inclusive of VAT	

**Separate bids submitted for the following provinces (check list 2 completed for each province)**

Province	Yes/No
Eastern Cape	
Free State	
Gauteng	
Kwa-Zulu Natal	
Limpopo	
Mpumalanga	
North West	
Northern Cape	
Western Cape	

<b>Declaration</b>			
<ul style="list-style-type: none"> <li>• I have read and agree to the General Conditions of Contract related to Government procurement (Available on DCOG tenders web page or from National Treasury).</li> <li>• I have studied, accurately completed and submitted all the documents indicated in the above checklist.</li> <li>• I have read and agree with the conditions applicable to all bids as contained in this document.</li> <li>• I am the authorised signatory of the applicant.</li> <li>• I have noted that the Department may publish the names of bidders, total bid prices indicated in SBD 1 and B-BBEE points claimed, after the closing date of the bid.</li> <li>• For the purposes of section 256 of the Tax Administration Act of 2011 I authorise the South African Revenue Service to disclose “taxpayer information” as contemplated under the provisions of Chapter 6 of the Act in relation to the compliance status of tax registration, tax debt and filing requirements to DCOG.</li> </ul>			
Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

**CHECK LIST 2: To be submitted for each province bidding for**

<b>Supplier Name</b>	
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<b>Province</b>	
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<b>Document</b>	<b>Check</b>
Proposal and project execution plan submitted	
Summary of project team submitted (Annexure B)	
CVs / qualifications submitted for al project team members	
Signed confirmation of availability submitted for all project team members	

\_\_\_\_\_  
Signed  
Name:  
Date:

**Annexure A: Bidder experience summary**

<b>Contracting party (Company/entity name)</b>	<b>Project title and description</b>	<b>Start date</b>	<b>End date</b>	<b>Budget</b>

Bidders must ensure that their proposals contain details of how the projects listed above are relevant to the objectives of the CWP.  
Bidders must attached reference letters and/or contactable references for projects listed above.

**Annexure B: Project team summary**

<b>Role</b>	<b>Surname, Name</b>	<b>RSA ID Number</b>	<b>Age</b>	<b>Nationality</b>	<b>Race</b>	<b>Gender</b>
Executive Manager / Team Leader						
Senior Project manager						
Finance Manager / CFO						
Team member 1						
Team member 2						
Team member 3						
Team member 4						
....						

Attach detailed CV as well as confirmation of availability for each person listed above.

Attach copies of qualifications for Executive Manager / Team Leader, Senior Project manager, Finance Manager / CFO.

Information obtained from the CSD report will be used to verify the criminal records and credit status of directors/owners of the supplier, where applicable.

## **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.

##### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance

22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices.**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

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

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

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

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

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

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

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

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

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

## Part 4 – Schedule B

### Government Procurement

#### Special Conditions of Contracts

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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) Ad hoc assessments*

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

*(f) Termination of the contract*

- (i)* 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 domicilium 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.

*(g) Communication*

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

*(h) Service of Notices*

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

The Department of Cooperative Governance and Traditional Affairs



87 Johannes Ramokhoase (Hamilton) Street Pretoria,  
Arcadia  
0002

**Part 4 - Schedule C**

**SBD 3.3**

**PRICING SCHEDULE**

**(CWP)**

NAME OF BIDDER: .....	BID NO: <b>CoGTA (T) 19/2020</b>
CLOSING TIME <b>11:00</b>	CLOSING DATE: <b>26 FEBRUARY 2021</b>

OFFER TO BE VALID FOR **120 DAYS ALL APPLICABLE TAXES** FROM THE CLOSING DATE OF BID.

TOTAL BID PRICE VAT INCLUSIVE (In SA Currency)  
\*\* (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a price per province based on the estimates indicated in Annexure C

Province	Total Annual Price (As per attached Annexure C) **
Eastern Cape	
Free State	
Gauteng	
Kwa-Zulu Natal	
Limpopo	
Mpumalanga	
North West	
Northern Cape	
Western Cape	

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies etc.

3. The bidder herewith confirm that the above bid prices are Firm for the duration of the contract

Signature		Date	
Name of Signatory			
Designation of Signatory			

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**Part 4 – Schedule D**

**Declaration of Interest**

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**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 presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

.....

.....  
.....

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Reference Number</b>	<b>Tax Number</b>	<b>State Number / Number</b>	<b>Employee / Pearsal</b>

**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

SBD 6.1

**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 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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable: or
  - b) the 90/10 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;

**“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

- (d) 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<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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>.....</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:		

**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 right, such person must solicit the assistance of any person to lodge the appeal or may solicit the assistance of any official of the Department to help him/her lodge such appeal.

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

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

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

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