



Province of the  
**EASTERN CAPE**  
OFFICE OF THE PREMIER

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**APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS TO  
PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH,  
EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**BID NO: SCMU 1-21/22-0008**

<b>NAME OF BIDDER:</b>	
<b>CSD NUMBER</b>	
<b>COMPULSORY BRIEFING SESSION (VIRTUAL)</b>	<b>09 DECEMBER 2021</b>
<b>CLOSING DATE</b>	<b>18 JANUARY 2022</b>
<b>CLOSING TIME</b>	<b>11H00 am</b>
<b>BID TOTAL AMOUNT (INCLUDING VAT)</b>	<b>N/A</b>

**PREPARED BY:**

SUPPLY CHAIN MANAGEMENT UNIT

OFFICE OF THE PREMIER

PRIVATE BAG X 0047

BHISHO

Tel: [040] 609 6451

Website: [www.ecprov.gov.za](http://www.ecprov.gov.za)

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**BID NOTICE**  
**BID NO: SCMU 1-21/22-0008**

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Bids are hereby invited for BID:

**APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH, EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Bid Documents are available at Office of the Premier, Independence Avenue, old ECDC Building Bhisho Second Floor, and Office Number 2056. Electronic Documents will be available on the website [www.ecprov.gov.za](http://www.ecprov.gov.za) under Procurement and on the National Treasury e-tenders page: [www.etenders.gov.za](http://www.etenders.gov.za)

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description must be deposited in the bid box situated at Office of the Premier, Independence Avenue old ECDC Building, Ground Floor (Reception Area) not later than **11 O'clock on 18 January 2022** when bids will be opened in public.

**BID EVALUATION**

The bid will be evaluated in three (3) phases as follows:

**Phase 1:** SCM Compliance

**Phase 2:** Mandatory Requirements (detailed in bid document)

**Phase 3:** Functionality Evaluation Criteria (detailed in bid document)

<b>Phase 1: SCM Compliance</b>	<b>Phase:2 Mandatory Requirements</b>	<b>Phase 3: Functionality Evaluation Criteria</b>
Bidders must submit all documents on page 12-13. Only bidders that comply with ALL these criteria will proceed to Phase 2	Bidders must submit all documents on page 13. Only bidders that comply with ALL these criteria will proceed to Phase 3	Bidder(s) must obtain a minimum of 75 points out of 100 points as detailed on Page 13-15 of the bid document

**BREIFING SESSION INFORMATION**

A pre-bid briefing and clarification session will be held virtually through Ms Teams on the following date:

**Date and time:** 09 December 2021 at 10:00 am

**Meeting Link:** The link must be requested from [scmrequests@ecotp.gov.za](mailto:scmrequests@ecotp.gov.za) / [Batandwa.Nginase@ecotp.gov.za](mailto:Batandwa.Nginase@ecotp.gov.za)

**ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO**

Enquiries: Batandwa Nginase Email: <a href="mailto:Batandwa.Nginase@ecotp.gov.za">Batandwa.Nginase@ecotp.gov.za</a> Tel No: 076 783 6993
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## **SPECIAL CONDITIONS OF BID:**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the **OFFICE OF THE PREMIER**

### **2. EXTENT OF BID**

This bid is for the:

**APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH, EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Terms of Reference

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise. It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to the department for scrutiny. Failure to do so within 21 (twenty one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

### **7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

**8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **90 (Ninety)** days from the closing date as stipulated in the Bid document.

**9. PENALTY PROVISION**

**9.1** Should the successful Bidder:

- a) Withdraw the Bid during the afore-mentioned period of validity; or
- b) Advise the Department of his / her / their inability to fulfil the contract; or
- c) Fail or refuse to fulfil the contract; or
- d) Fail or refuse to sign the agreement or provide any surety if required to do so; the Department may hold the bidder responsible for and the bidder is obligated to pay to the Department:
  - I. All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- e) The difference between the original accepted Bid price (inclusive of escalation) and:
  - I. A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
  - II. A new Bid price (inclusive of escalation).

**9.2** Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.

**9.3** Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

**9.4** The penalties will be as per the SLA or Project Charter which will be signed after the awarding of the contract

**10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**11. PRICE ESCALATION**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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**12. AUTHORITY TO SIGN BID DOCUMENTS**

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

**13. DURATION OF THE BID**

The qualifying bidders will remain on the OTP professional service provider database for a period of 36 months. The database will be reviewed annually within the 36 month period.

**14. DELIVERY PERIODS**

Delivery periods and relevant dates will be provided in the Service Level Agreement (SLA).

**15. DISPUTES OR LIABILITIES**

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

**16. CLOSING DATE / SUBMITTING OF BIDS**

Bids must be submitted in sealed envelopes clearly marked **SCMU 1-21/22-0008 APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH, EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

- 16.2** The completed bid documents must be deposited in the bid box, Office of the Premier Building, Ground Floor (Reception Area), Bhisho not later than 11H00 on **18 JANUARY 2022** when bids will be opened in public.

**17     NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

- 17.1**    The Bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid may be subjected to negotiation with the identified preferred bidder, should a need arise.
- 17.2**    The Department may negotiate for additional resources from the successful bidder, should it be deemed necessary.

**TERMS OF REFERENCE:**

**APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS  
TO PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH,  
EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**SCMU1-21/22-0008**



## **1. INTRODUCTION AND BACKGROUND**

- 1.1. The Eastern Cape Province developed the Provincial Development Plan (PDP), which has a vision of creating an enterprising and connected province where its people reach their potential.
- 1.2. The conceptual framework of the PDP is based on the fulfilment of human potential through human development; economic opportunities and rights; and development of institutional capabilities.
- 1.3. In an effort to implement the PDP, Youth Development, the Blue Economy, Integrated Food Security, Creation of Job and Employment opportunities have been prioritised as key areas of focus by the provincial government.
- 1.4. Research, evidence-based decision-making, policy development and evaluations are vital for the realisation of the Provincial vision and it is envisaged that the service providers would support the realisation of this vision.
- 1.5. The 6th Term of Administration (2019-2024) committed itself to 'build the Eastern Cape we want' in its journey to fight poverty, unemployment and inequality. It further committed itself to pursue its development agenda through seven priorities as outlined in the Provincial Medium Term Strategic Framework (P-MTSF) 2020-2025 which was approved by the Executive Council of the Eastern Cape Government in March 2020. However, the P-MTSF was developed and will be implemented in a very constrained socio-economic environment that is exacerbated by the Covid-19 pandemic, as the demands on the government to do more with less are increasing.
- 1.6. The Office of the Premier (OTP) has identified a need for the services of appropriately qualified service providers to provide services not available in-house, as and when required.

## **2. INVITATION TO BID**

- 2.1. The Office of the Premier hereby invites service providers to submit proposals to enable them to be considered in the process of appointment of the OTP panel of professional service providers. The call for proposals is to identify specialists within specific areas of competence whose services can be utilised by the OTP.

## **3. OBJECTIVES**

- 3.1. The Office of the Premier seeks to establish a panel of suitable service provider's to provide expertise in identified focus areas as listed in Table 1 below.

**3.2.** After the establishment of the panel, specifications will be compiled as and when required subject to budget availability; and will be circulated to the panelists with requests for quotations. Each job brief may contain its own unique evaluation criteria.

#### **4. NATURE OF SERVICES REQUIRED**

The following focus areas are required from potential bidders. Bidders are required to submit separate bids for each area of work they are responding to.

**Table 1: Focus Areas Required from Bidders**

<b>Focus Area</b>	<b>Description of Focus Area</b>
Research	<p>Research is understood to mean rigorous and systematic enquiry and analysis. It may be empirical or theoretical, quantitative or qualitative, applied or basic.</p> <p>It may involve the critique of policy; in-depth analysis of regularly compiled data sets and explanations of trends; observations, case studies, review of policy documents/ strategies, publications.</p>
Evaluations	Systematic collection and objective analysis of evidence on public policies, programmes and projects to assess issues such as relevance, performance, value for money, impact, sustainability and recommend improvements
Project Management	Lead process of planning and organisation of project tasks and resources towards achieving project goals, including project packaging, monitoring and verification of projects.
Development of Programme Implementation Plans	<p>Programme implementation plans are aimed at addressing specific challenge(s), to act as a strategic intervention(s) within an institution or sector and/or to improve implementation of the existing or new programmes to accelerate service delivery.</p> <p>Elements of a programme implementation plan may include the development of a diagnostic analysis of the key integration area; stakeholders' analysis; theory of change; log-frame; risk management plan; cost- benefit analysis and life-cycle evaluation plan</p>

## 5. BID STRATEGY

- 5.1. After the establishment of the panel, specifications will be compiled as and when required subject to budget availability; and will be circulated to the panelists requesting quotations. Each job brief may contain its own unique evaluation criteria.
- 5.2. Bidders will be eligible for allocation in one or more focus area. In this regard bidders must indicate the focus areas for which they are bidding. The table below can be used to indicate the focus area service providers are submitting bids for.
- 5.3. Bidders will be required to submit a skills transfer plan with their proposals.

**Table 2: Indication from Service Providers on Focus Areas they are Submitting Bids:**

Focus Area	Yes/No
Research	
Evaluation	
Project Management	
Development of Programme Implementation Plan	

## 6. PANEL UTILISATION GUIDELINES

- 6.1. The request for quotations will be sent to the panel guided by specific services and scope of work required.
- 6.2. There is no guarantee that a service provider on the panel will be contracted to specific work / assignments during the tenure of the contract.
- 6.3. Assignments will be structured as work packages that clearly define the scope of work, deliverables, and timeframes.
- 6.4. OTP reserves the right to allocate work packages to more than one service provider depending on the nature of the assignment.
- 6.5. The assignments to be executed by service providers on the panel will be project managed by the responsible official within the Office of the Premier.

## 7. INTELLECTUAL PROPERTY RIGHTS

The final product of the services rendered will remain the property of the Office of the Premier. The service provider will have to request the permission from the Office of the Premier if it wishes to utilise the information for projects that are outside of the work that

they have been appointed to perform. This must be done through formal writing to the Director-General in the Office of the Premier.

## **8. BRANDING GUIDELINES FOR FINAL**

**8.1.** All publications produced should adhere to OTP branding manual guidelines.

**8.2.** Branding manual will be available to successful bidders. Further, before any final product or publication is printed or signed out as a final official document, concurrence in relation to design and layout must be sought from Provincial Communication through the project leaders.

## **9. CONTRACT PERIOD**

The qualifying bidders will remain on the OTP professional service provider database for a period of 36 months. The database will be reviewed annually within the 36 month period.

## **10. EVALUATION CRITERIA**

The following will be the process that will be followed to evaluate the proposals received for the appointment of the panel. The bid will be evaluated in three (3) phases as follows:

Phase 1: SCM Compliance

Phase 2: Mandatory Requirements

Phase 3: Functionality Evaluation Criteria

## **11. PHASE 1: SCM COMPLIANCE**

<b>Document that must be submitted</b>	<b>Explanatory information</b>
1. Invitation to Bid – SBD 1	Complete and sign the supplied document
2. Tax Compliance Status	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well SARS e-filing verification outcome will take precedence.
3. Declaration of Interest – SBD 4	Complete and sign the supplied document
4. Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete and sign the supplied document
5. Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied document
6. Preference Point Claim Form – SBD 6.1	Complete and sign the supplied document

7. Registration on Central Supplier Database (CSD)	Service Provider must be registered on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit CSD printout as proof of registration.
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## 12. PHASE 2: MANDATORY REQUIREMENTS

The bidder must submit and meet the following minimum requirements:

- I. Proof of qualifications (Social Science, Economics, Finance, Project Management, and Public Management) of all employees must therefore be submitted in respect of each service provider that submits this bid.
- II. Proof of a minimum of three previously completed projects and letters of reference from clients. Include contactable references. **(ANNEXURE A must be fully completed)**
- III. All copies of original documents must be certified and attached to the bid.

**NOTE: FAILURE TO MEET ALL OF THE ABOVE REQUIREMENTS WILL RESULT IN A BID BEING DISQUALIFIED.**

## 13. PHASE 3: FUNCTIONALITY

All bidder(s) are required to respond to the functionality evaluation criteria as indicated below:

- I. Only Bidder(s) that have met the phase1 & 2 will be evaluated in Phase 3 for functionality criteria
- II. A bidder that scores less than **75** points for functionality will be regarded as non-responsive and will be disqualified.

Criteria	Sub-Criteria	Weight/Poi nts
1. Company /Institutional Profile	<ul style="list-style-type: none"> <li>○ Company/Institutional profile (s) to be submitted (in case of joint venture, all companies must submit separate profiles) indicating the lead company/institution.</li> </ul>	<b>10</b>
2. Qualifications	<ul style="list-style-type: none"> <li>○ The <b>project leader</b> with Master's qualification in Social Science, Economics, Finance, Project Management, Public Management, = <b>20 points</b></li> </ul>	<b>20</b>

	<ul style="list-style-type: none"> <li>○ The <b>project leader</b> with Honours qualification in Social Science, Economics, Finance, Project Management, Public Management = <b>10 points</b></li> </ul> <p><b>Certified qualification must be attached. No points will be allocated if no certified copies of qualification are attached.</b></p>	
3. Experience	<ul style="list-style-type: none"> <li>○ <b>Project Lead</b> (MUST clearly indicate the personnel's experience, project description, duration (in month/s) and contactable references) <ul style="list-style-type: none"> <li>○ 5-6 Years of experience (<b>5 Points</b>)</li> <li>○ 7-9 Years of experience (<b>7 Points</b>)</li> <li>○ 10-14 Years of experience (<b>10 Points</b>)</li> <li>○ &gt; 15 Years of experience (<b>15 Points</b>)</li> </ul> </li> <li>○ <b>Team Members</b> (MUST clearly indicate the personnel's experience, project description, duration (in month/s) and contactable references. (<b>A maximum of two team members will be evaluated based on the order submitted/listed</b>) <ul style="list-style-type: none"> <li>○ 3-4 Years of combined experience (<b>5 Points</b>)</li> <li>○ 5-6 Years of combined experience (<b>7 Points</b>)</li> <li>○ 7-9 Years of combined experience (<b>10 Points</b>)</li> <li>○ &gt; 10 Years of combined experience (<b>15 Points</b>)</li> </ul> </li> <li>○</li> </ul>	<b>30</b>
4. Proof of Previous Project Experience and Track Record of Service Provider	<p>Provide a minimum of three (3) projects that were undertaken successfully for each of the identified areas of competence.</p> <ul style="list-style-type: none"> <li>○ 3-4 projects (<b>10 points</b>)</li> <li>○ 5 -6 projects (<b>15 points</b>)</li> <li>○ 7-10 projects (<b>20 points</b>)</li> </ul> <p>Evidence of this shall be in the form of a <b>MANDATORY</b> combination of appointment letters, SLA together with completion letters. Completion letters / reference letters that indicate an appointment was made will also be accepted. All completion letters will be verified. Should appointment letters not be supported by corresponding completion letters and not be verifiable, a score of zero will be allocated).</p> <p><b>(Attach appointment letter or letter of reference from client not older than 3 years)</b></p>	<b>20</b>

5. Locality	Service Provider located within the Eastern Cape Province = <b>20 points</b> Service Provider located outside of the Eastern Cape Province = <b>10 points</b> <b>(Attach Proof of Address limited to municipal bill, lease agreement)</b>	<b>20</b>
<b>TOTAL</b>		<b>100</b>

#### 14. COMPULSORY BRIEFING MEETING

As indicated on the cover page of the document failure to attend the compulsory briefing session will invalidate your bid. Proof of attendance of the compulsory briefing session must be returned with the bid. The briefing session will be held virtually on MS Teams.

#### 15. COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

<b>With regard to Terms of Reference:</b>	<b>With regard to SCM Information</b>
Mr Zuko Mbele – <a href="mailto:Zuko.Mbele@ecotp.gov.za">Zuko.Mbele@ecotp.gov.za</a>	Vuyo Nkonki – <a href="mailto:vuyo.nkonki@otp.ecprov.gov.za">vuyo.nkonki@otp.ecprov.gov.za</a>

#### 16. SUPPLIER DUE DILIGENCE

OTP reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include interviews, presentations and requests for additional information.

#### 17. SUBMISSION OF PROPOSALS

**17.1.** Bid documents must be placed in the bid box situated at OTP (ECDC building), Ground Floor at security, Independence Avenue, Bhisho OR couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time.

**17.2.** Bid documents will only be considered if received by OTP before the closing date and time, regardless of the method used to send or deliver such documents to OTP.

**ANNEXURE A****APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH, EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS****NAME OF BIDDER:****List client references**

Bidders must insert in the space provided below and submit with their Respondents, the following statement showing the works which they have successfully carried out which can be verified by the department. The bidder hereby a warrant is true and correct in every respect by virtue of his signature to this document.

Client Name	Contract Description	Value of Service	Contract Start date	Contract End date	Contactable reference

Bidder's Signature

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Date:

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Bidder's Stamp

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**COMPANY DETAILS**

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The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: .....

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Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:	SCMU1-21/22-0008	CLOSING DATE:	18 JANUARY 2021	CLOSING TIME:	11H00		
DESCRIPTION	<b>APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE EXPERTISE IN IDENTIFIED FOCUS AREAS (RESEARCH, EVALUATIONS, PROJECT MANAGEMENT) ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS</b>						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT INDEPENDENCE AVENUE, OFFICE OF THE PREMIER BUILDING, GROUND FLOOR (RECEPTION AREA), BHISHO</b>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	MR VUYO NKONKI			CONTACT PERSON	MR ZUKO MBELE		
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:scmrequests@ecotp.gov.za">scmrequests@ecotp.gov.za</a>			E-MAIL ADDRESS	<a href="mailto:zuko.mbele@ecotp.gov.za">zuko.mbele@ecotp.gov.za</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>							

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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: \_\_\_\_\_

## 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 an advertised competitive bid, a limited bid, a proposal or written bid). 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>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 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.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

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

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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;





3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

## 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

- ☐ Manufacture  
☐ 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.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 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.

### 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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

## **GENERAL CONDITIONS OF CONTRACT**

### **A. 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
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14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 provider, 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 provider 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 any thing of the 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 provider 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 provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **"Written" or "in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

### **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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.

- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:



- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

#### 14. **Spare parts**

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) 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 provider 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 provider 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 provider, 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.

- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. **Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. **Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **21. Subcontracts**

- 21.1 The provider 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 provider from any liability or obligation under the contract.

## **22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

## **23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

## **24. Termination For Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping And Counter-Vailing Duties And Rights**

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Termination For Insolvency**

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the provider, 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,

## **28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider 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.

## **30. Governing Language**

- 30.1 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.

## **31. Applicable Law**

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

## **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

## **33. Taxes And Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

## **34. Transfer Of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

## **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.