

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CSOS007-2021	CLOSING DATE: 27 JULY 2021		CLOSING TIME:	12:00PM
DESCRIPTION	THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR TO REVIEW AND DEVELOP THE ANNUAL PERFORMANCE PLANS (APP) AND ANNUAL OPERATIONAL PLANS FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jabulile Sithole	CONTACT PERSON	Kedibone Phetla		
TELEPHONE NUMBER	(010) 593 0533/ 066 302 5937	TELEPHONE NUMBER	(010) 593 0533/ 072 255 0447		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@csos.org.za	E-MAIL ADDRESS	Kedibone.phetla@csos.org.za		
SUPPLIER INFORMATION					
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES

☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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.

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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
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I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

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Date

Name of applicant/
Public Officer

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

1 TERMS AND CONDITIONS

This Request for Quotation (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

1. A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of hundred and twenty days (120) Days from the date of submission to the CSOS.
2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
3. The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

7. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.
8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
9. Neither the CSOS or any of its respective directors, officers, employees, agents, representatives or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
10. No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of the relevant entity.
11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
12. Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
13. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

14. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain information contained in proposals in confidence.
15. A Bid submitted by the Bidder shall be considered irregular if it shows any omissions, or irregularities of any kind. However, the CSOS reserves the right to waive any irregularities and to make an award in the best interest of the organization.
16. The CSOS reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.
17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.
18. In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
19. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
20. All Bids must be formulated and submitted in accordance with the requirements of this RFP.
21. Bids received after the closing date and time as specified in this RFP shall be rejected.
22. Confidentiality and intellectual property of all the artwork and produced documents are the property of CSOS.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

23. The CSOS is not obliged to appoint a bidder with the lowest price if based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the second ranked bidder provided that the reasons for such deviation are properly justified.

24. The CSOS is not obliged to appoint a bidder with the lowest price if based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the second ranked bidder provided that the reasons for such deviation are properly justified.

2.INTRODUCTION

2.1. The Community Schemes Ombud Service (CSOS) is established in terms of the Community Scheme Ombud Service Act, 2011 [Act 9 of 2011) to regulate the conduct of parties within community schemes and to ensure their good governance. CSOS reports to the Minister of Human Settlement, Water and Sanitation (DHS, W and S) and is accountable to Parliament. In order for CSOS to deliver on its mandate, key amongst other priorities of the organization are:

- To regulate all community schemes in South Africa and part of our regulatory function entails the provision of dispute resolution services;
- To promote good governance of community schemes by developing and implementing appropriate guidelines to enhance stability and harmonious relations amongst the parties;
- To roll-out massive educational campaigns to educate and train stakeholders within community schemes and the public at large;
- To enhance community schemes tenure as alternative tenure option; and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

- To develop and implement appropriate organisational systems, controls and measures to enhance financial, economic and organisational efficiency.

3. PROJECT BACKGROUND

- 3.1 The CSOS developed and tabled in Parliament the 2020 to 2025 Strategic Plan (SP) and 2020/21 to 2021/22 Annual Performance Plans (APP). The revised framework prescribes that an APP should be reviewed annually to consider the national and provincial priorities as well as alignment to the budget. APPs must be developed before the beginning of a new planning year. Chapter 4 and 5 of the Revised framework stipulate the processes for developing the APP. It also indicates that an Institutions should engage all internal and external stakeholders. Stakeholders can be involved through workshops or through consultation meetings with specific groups.
- 3.2 As a result, CSOS needs to coordinate strategic planning sessions on an annual basis to formulate the APP for 2022/23 ,2023/24 ,2024/25 as well as the 2024/25 Strategic Plan and APP with an updated situational analysis, aligned to budget and the MTSF priorities. The annual submission dates for the APP to the National Department of Human Settlements is as follows:
- First draft – 15 October
 - Final draft – 20 January
- 3.3 The CSOS's mandate is implemented through the following programmes listed below:
- Administration: This programme exists to ensure that functions that support the core operations run effectively, and that the organization is sustainable.
 - Programme 2: Regulations: This programme exists to perform the CSOS core operations where Community Schemes are regulated in South Africa by ensuring that they are governed optimally, their documentation is compliant to legislation and an effective alternate dispute resolution service is provided to the Community Schemes.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

- Programme 3: Education and Training: This programme exists to ensure that all stakeholders, being property owners, occupiers and all other identified stakeholders are receiving CSOS education and awareness training.

3.4 Section 8 of the CSOS Act requires that the Board must—

- Implement the mandate contemplated in section 5 and any strategic plan of the Service in order to achieve the objectives of the Service;
- make decisions on behalf of the Service and ensure that these decisions are carried out;
- provide guidance to the chief Ombud in the performance of his or her functions in terms of this Act;
- notify the Minister immediately of any matter that may prevent or materially affect the achievement of the objects or financial targets of the Service; and
- refer to the Minister any matter concerning the adverse functioning of the Service.

4. PROJECT PURPOSE

4.1 The CSOS is seeking to appoint a strategic planning facilitator to review and develop the Annual Performance Plans (APP) and Annual Operational Plans. The appointed service provider will assist the respective programmes to update the three programme plans in line with the Strategic Plan and an Annual Performance Plan (APP). This will include the following:

- Research to update the situational analysis.
- Formulation of indicators, targets, and technical indicator descriptions
- Facilitate workshops with programmes, staff, and the Board of the CSOS.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

- 4.2 The Annual Performance Plan (APP) should also include and integrate an updated strategic risk register which will be developed in consultation with the Risk Management function. The programme plans should also include operational risk registers which the Risk Management function will be responsible for.
- 4.3 The strategic planning facilitator must liaise with the Risk Manager to ensure that the timing is synchronised and that there is synergy between the risk mitigation plan and the programme plans.

5.SCOPE OF WORK

- 5.1 The appointed Service Provider will be expected to review and develop on an annual basis Annual Performance Plans and on the last year of the contract a Strategic Plan for the next MTSF. In the review and development of the APP's and SP, the following activities will be required:
 - 5.1.1 Obtain an in-depth understanding of the Strategic Plan 2020-2025 and in relation to the Medium-Term Strategic Framework (Priority 5).
 - 5.1.2 Analysis of the APP 2020/21 and its annexures, as well as quarterly reports.
 - 5.1.3 Hold workshops with each programme's staff to solicit input into the development of the plans; and develop the three programme plans based on input from the programmes.
 - 5.1.4 Facilitate the staff strategic planning session (preparation of agendas in consultation with CSOS, develop packs, facilitate the two-day session).
 - 5.1.5 Facilitate the Board 's strategic planning session (preparation of agenda in consultation with Chief Ombud and Chairperson, develop packs, facilitate the two-day session).
 - 5.1.6 To develop a three-year Annual Performance Plan (APP) for each financial year within the 3-year contract.
 - 5.1.7 Develop operational plans for each of the three programme plans based on the analysis and recommendations from the Executive team for each financial year within the 3-year contract.

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- 5.1.8 Ensure knowledge transfer in formulating performance indicators, targets, and technical indicator descriptions.
- 5.1.9 Liaison with the Risk Manager and attendance of risk workshops to ensure alignment with the programme plans.
- 5.1.10 Finalise all three programme plans and consolidate into a three-year Annual Performance Plan (APP).
- 5.1.11 Ensure approval of the plans by the required deadlines.
- 5.1.12 Ensure approval of the draft Performance agreement for the Executives.
- 5.1.13 Prepare for and attend strategic planning sessions.

5.2 The service provider will be expected to undertake these key activities as per the timeframes indicated below:

Key activity	Timeframe
Obtain an in-depth understanding of the revised Strategic Plan 2020-2025 and in relation to the Medium-Term Strategic Framework. Analysis of the tabled APP and its annexures, as well as quarterly reports.	August
Hold workshops with each programme's staff to solicit input into the development of the plans; and develop the three programme plans based on input from the programmes	September
Facilitate the EXCO, MANCO and Board's strategic planning session with approximately 40 participants (preparation of agenda in consultation with Chief Ombud and Chairperson, develop packs, facilitate the two-day session).	October
Finalise all three programme plans and consolidate into the APP.	For Board approval in November

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To develop first draft three-year Annual Performance Plan (APP).	
Ensure knowledge transfer on formulating performance indicators, targets and technical indicator descriptions	Ongoing throughout project and through formalised training sessions.
Liaison with the Risk Manager and attend risk workshops to ensure alignment with the programme plans.	November and January
Fine tune plans based on feedback from DHS	November to January
Facilitate the follow up Exco and Board's strategic planning session.	November/December
Final plans for submission to EXCO and Board for approval	15 January

5.3 The plans should include at a minimum the following requirements as per the Revised framework for Strategic Plans and Annual Performance Plans:

- 5.3.1 Part A: Our Mandate
- 5.3.2 Part B: Our Strategic focus
- 5.3.3 Part C: Measuring our performance and Programme resources and consideration, updated key risks register.
- 5.3.4 Part D: Technical Indicator Descriptions
- 5.3.5 All annexures as prescribed by the framework.
- 5.3.6 The Administration plan will comprise of the various units within the programme.

6.PROJECT TIME FRAME

6.1 The appointed service provider must deliver the documents below annually as per the timeframes indicated below for a period of 3 years:

- First draft – 30 October
- Final draft – 30 January
- Final Operational Plans – 31 March

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

- 6.2 The draft plans must be submitted to the CSOS's Project Manager two weeks before above-mentioned dates.

7.PROJECT EVALUATION CRITERIA

- 7.1 The CSOS will evaluate all proposals in terms of the Preferential Procurement Regulation of 2017 and Preferential Procurement Policy Framework Act. No 5 of 2000 (PPPFA). A three (3) phase evaluation process will be considered in evaluating the proposals, being.

Phase 1: Pre-Qualification Criteria (Mandatory Requirements)

Bidders must submit all the mentioned below requirements. The following mandatory requirements must be met to qualify for functionality evaluation:

- **The minimum BBBEE status level contributor: Level 1 or 50% women owned.**
- ***A trust, consortium or joint venture will qualify for B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE score card as if they were a group structure and such a consolidated BBEE scorecard is prepared for every separate bid.***
- **Bidders who do not meet the above requirement will not be evaluated on functionality.**

Phase 2: Functional/technical Evaluation

Only bidders that have met the pre-qualification criteria will be evaluated for functional evaluation. In this phase the evaluation will be based on the bidders' responses in respect of the bid proposal (evaluated on the minimum functional specifications). Prospective bidders who score a minimum of 70% points or more will be considered for the next phase 3 (Price and B-BBEE status level contributor).

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TECHNICAL EVALUATION CRITERIA		
CRITERIA	SUB-CRITERIA	WEIGHTING / POINTS
Proposed Technical approach and methodology of the bidder: - Proposed Technical approach of the bidder; - Suitability of the proposed bidder and experience.	Bidders understanding of the scope of work outlined in number 5: Scope of work non-responsive= (0) point Scope of work irrelevant to the assignment = (1) point Scope of work is referred to but is inaccurate= (2) points Proposal indicates the exact scope of work as per the Terms of Reference = (3) points Reference to the full scope of work but written in own words = (4) points Reference to the full scope of work, written in own words and provision of examples of similar type of projects the service provider has undertaken= (5) points	20
	Methodology as to how the scope of work will be executed including a project plan: Methodology irrelevant= (0) point Short methodology that does not relate to the full scope of work= (1) point Methodology that includes the full scope of work, required timeframes and deliverables =(3) points. Methodology that includes the full scope of work, required timeframes and deliverables. Inclusion of a project plan which indicates activities and timeframes that adhere to the terms of reference = (4) points	30

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	Methodology that includes the full scope of work, required timeframes and deliverables. Inclusion of a project plan which indicates activities and timeframes that adhere to the terms of reference. Project plan also includes person days of work of each activity and the resource/s that will undertake each activity= (5) points	
Skills and experience of the Team	The team leader must have the required skills and experience: A thorough understanding of the public sector planning process demonstrated by having worked on at least two (2) project within the public sector environment with (7) years previous experience in facilitating. Provide detailed CVs and 6 month certified copies of qualifications. • 0 Years' Experience = (0) Point • 1 - 2 Years' Experience = (1) Point • 3 - 4 Years' Experience = (2) Points. • 5 Years' Experience = (3) Points. • 6 Years' Experience = (4) Points • 7 year and above Years' Experience = (5) Points	30
	The company profile and contactable reference letters on clients letter head must provide proof that the bidder or team has successfully undertaken three (3) projects of a similar nature:(List of contactable references to include project value in the past three years. • No reference is made to the bidder undertaking projects of a similar nature =(0) point	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR

	• The company profile and reference letters provide proof that the bidder or team has successfully undertaken one (1) projects of a similar nature = (1) point • The company profile and reference letters provide proof that the bidder or team has successfully undertaken two (2) projects of a similar nature = (2) points • The company profile and reference letters provide proof that the bidder or team has successfully undertaken three (3) projects of a similar nature = (3) points • The company profile and reference letters of provide proof that the bidder or team has successfully undertaken four (4) or more projects of a similar nature with at least one (1) in the human settlements' field = (4) points • The company profile and reference letters provide proof that the bidder or team has successfully undertaken five (5) or more projects of a similar nature with at least two (2) or more in the human settlements' field = (5) points	
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N/B: Bidders need to obtain a minimum of 70% for functionality for them to be evaluated further on the 80/20 preference point system.

Evaluation Criterion on Price and B-BBEE

Relative competitiveness of proposed price 80

B-BBEE Status Level of Contribution 20

TOTAL FOR PRICE AND PREFERENCE 100

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8 PRICING PROPOSAL

Description	QTY	Cost for YEAR 1 (R)	Cost for YEAR 2 (R)	Cost for YEAR 3 (R)
Workshop facilitation per day	3			
APP Sessions per sub Programmes	6			
First draft APP	1			
Final Draft APP	1			
AOP Sessions with Business Units	17			
Final draft AOP	1			
Travel and disbursement costs				
Rates				
Consultant rate per hour:				
Please specify any other additional				
Total Cost (Incl. VAT)				

9 CONTACT DETAILS

For project related enquiries:

Contact Persons: Ms K Phetla

Kedibone.phetla@csos.org.za

Cell: 072 255 0447

For SCM enquires:

Contact Person: Jabulile Sithole

Email: tenders@csos.org.za

Cell: 066 302 5937



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

**CSOS007-2021: THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR TO
REVIEW AND DEVELOP THE ANNUAL PERFORMANCE PLANS (APP) AND ANNUAL
OPERATIONAL PLANS**

CLOSING DATE: 27 JULY 2021 AT 12:00 PM

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A. SPECIAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

B. EVALUATION PROCESS

- The evaluation process comprises of the following phases:

➤ INITIAL SCREENING PROCESS

During this phase bid documents will be reviewed to determine compliance with tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid.

➤ PRE-QUALIFYING EVALUATION CRITERIA

The minimum BBBEE status level contributor: Level 1 or 50% plus women owned

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

Bidders must meet the above mandatory requirements in order to be consider further on functionality.

FIRST EVALUATION PHASE: FUNCTIONAL

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 70 percent.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out in the Terms of reference.
- **The approach that will be used for this tender is the Quality Cost Based Selection and a two-envelope system will be utilized for this tender.**

Each panel member will rate each individual criterion on the score sheet using the following scale:

Value	Description
5	Excellent
4	Very Good
3	Good
2	Average
1	Poor
0	Unacceptable/ Nonresponsive

- The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criteria. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated further.
- Any proposal not meeting a minimum score of 70 percent technical proposal will be disqualified and the financial proposal will remain unopened.

➤ **SECOND EVALUATION PHASE: PRICE**

Bidders that meet the minimum threshold of 70 percent will be evaluated further on price.

- In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

- The bidded price (maximum 80 points)
- Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
 - The following formula will be used to calculate the points for price in respect of bidders with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations.

The State reserves the right to arrange contracts with more than one contractor.

C. POINTS

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require bidders to submit valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited Auditing firm, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

1. A tenderer must submit proof of its B-BBEE status level of contributor.
2. A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

3. The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
4. The points scored must be rounded off to the nearest two decimal places.
5. Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
6. (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
(b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

D. TAX CLEARANCE CERTIFICATE & CSD REPORT

Bidders may submit their CSD report.

Failure to comply with this condition will invalidate the bid.

E. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax.

F. REGISTRATION

Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration document.

G. CLIENT BASE

- Bidders must have specific experience in strategic planning in the public sector and submit at least three recent references (in a form of written proof (s) on their company's letterhead including relevant person (s) telephone and e-mails of similar work undertaken.

- The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

H. SHAREHOLDERS/DIRECTORS PORTFOLIO

- The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

I. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid to the bidder is prohibited.

J. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

K. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

L. FRONTING

- The Community Schemes Ombud Service supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CSOS condemns any form of fronting.
- The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

M. BRIEFING SESSION

There will be no briefing session for this tender.

N. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into a formal contract with the CSOS.

O. PACKAGING OF BID

A two-envelope system will be utilized for this tender. The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

➤ FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: CSOS007-2021

Description: The appointment of a strategic planning facilitator to review and develop the Annual Performance Plans (APP) and annual operational plans.

Bid closing date and time: 27 July 2021 at 12h00 PM

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

➤ **PRICE/ FINANCIAL PROPOSAL**

Bid No: CSOS007-2021

Description: The appointment of a strategic planning facilitator to review and develop the Annual Performance Plans (APP) and annual operational plans. **SDB 3.3 should be included in this envelope.**

Bid closing date and time: 27 July 2021 at 12h00 PM

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

Note: The Community Schemes Ombud Service uses the two-envelope system. Proposals will be assessed for mandatory requirement and functionality. The Technical Proposal envelope and the Price/ financial Proposal envelope must contain one original hard copy document, clearly marked "Original", and three (3) hardcopies, clearly marked "Copy and an electronic version of the original proposal on a memory stick.

P. CONTACT DETAILS

Supply Chain Management Office:

Physical address: Unit 4, Berkley Office Park,
8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Jabulile Sithole,

Contact: 010 593 0533 cell: 066 302 5937 or email: tenders@csos.org.za

For Technical enquiries: Kedibone Phetla

Contact: 010 593 0533 cell: 072 255 0447 or email: kedibone.phetlacsos.org.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID NO: CSOS007-2021: THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR TO REVIEW AND DEVELOP THE ANNUAL PERFORMANCE PLANS (APP) AND ANNUAL OPERATIONAL PLANS.**

CLOSING TIME 12:00 ON 27 JULY 2020.

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
------------	-------------	--

DESCRIPTION: THE APPOINTMENT OF A STRATEGIC PLANNING FACILITATOR TO REVIEW AND DEVELOP THE ANNUAL PERFORMANCE PLANS (APP) AND ANNUAL OPERATIONAL PLANS.

- Services must be quoted in accordance with the attached terms of reference.

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

Description	QTY	Cost for YEAR 1 (R)	Cost for YEAR 2 (R)	Cost for YEAR 3 (R)
Workshop facilitation per day	3			
APP Sessions per sub Programmes	6			
First draft APP	1			
Final Draft APP	1			
AOP Sessions with Business Units	17			
Final draft AOP	1			
Travel and disbursement costs				
Rates				
Consultant rate per hour:				
Please specify any other additional				
Total Cost (Incl. VAT)				

The financial proposal for this assignment should cover for all assignment activities as per terms of reference

2. Period required for commencement with project after acceptance of bid_____
- 3 Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which
Adjustments will be applied for, for example consumer price index.

Technical enquiries regarding bidding procedures may be directed to:

Kedibone Phetla

Tel: (010) 593 0533

Cell: 072 255 0447

E-mail address: Kedibone.phetla@csos.org.za

Supply Chain queries may be directed to:

Jabulile Sithole

Tel: (010) 593 0533

Cell: 066 302 5937

Email: tenders@csos.org.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², 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.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

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.

[illegible]

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

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	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;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms

of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

- 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 least 51% owned by:	EME √	QSE √
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		
OR		
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.

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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

Js914w 2



Supplier Maintenance: Bank Details

Supplier name _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:

ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

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|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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.

24. Anti-dumping and countervailing duties and rights

24.1 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 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.