



**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT
(WCG):
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING**

BID NUMBER: DEA&DP1/2026 CLOSING DATE: 31 July 2026 CLOSING TIME: 11h00

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMMUNITY PARTICIPATION AND DEVELOPMENT SERVICES TO SUPPORT THE DEVELOPMENT OF A PILOT TOWNSHIP ACTION PLAN (TAP) FOR THE AREA KNOWN AS KWANONQABA IN MOSSEL BAY FOR THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN, WESTERN CAPE

The successful bidder will be required to complete and sign a written contract form (WCBD 7.1).

BID DOCUMENTS
MUST BE POSTED
TO:

**The Head: Supply Chain Management
Department of Environmental Affairs and Development Planning
Private Bag X9086
Cape Town
8000**

Bidders need to ensure that their proposals are posted well in advance to reach the Department before the specified bid closure date and time since late bid documentation will not be considered.

OR

DEPOSITED IN THE
BID BOX SITUATED
IN:

**Ground Floor Front Entrance
Utilitas Building
1 & 3 Dorp Street
Cape Town**

The bid box will be accessible every day for 24 hours until the specified bid closure date & time, late bid documentation will not be considered.

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official, Donna Swartz (021) 4834471/ 021483 8783, or email DEADP.SCMHelpdesk@westerncape.gov.za for assistance during office hours.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
4. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.**

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Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

	Central Supplier Database
Self-registration	www.csd.gov.za (self-registration only)

5. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.
6. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
7. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD 4 and include it in the Bid document**.
8. All other mandatory information held on CSD will be accepted by the Western Cape Department of Environmental Affairs and Development Planning for the consideration of formal bids.
9. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
10. **The 80:20 Points System is applicable to this bid.**
11. Please refer to all technical/specification enquiries to **Richard Jordan** by email: DEADP.SCMHelpdesk@westerncape.gov.za

DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING
DONNA SWARTZ
DATE

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PART A

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING						
BID NUMBER:	DEA&DP1/2026	CLOSING DATE:	31/07/2026	CLOSING TIME:	11H00am	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMMUNITY PARTICIPATION AND DEVELOPMENT SERVICES TO SUPPORT THE DEVELOPMENT OF A PILOT TOWNSHIP ACTION PLAN (TAP) FOR THE AREA KNOWN AS KWANONQABA IN MOSSEL BAY TO THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN, WESTERN CAPE					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEA&DP MAIN ENTRANCE						
ENTRANCE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING						
1 & 3 DORP STREET, UTILITUS BUILDING						
CAPE TOWN						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Donna Swartz		CONTACT PERSON	Richard Jordan		
NOTE: ALL ENQUIRIES MUST BE MADE VIA EMAIL AND WILL BE RESPONDED TO VIA EMAIL.						
E-MAIL ADDRESS	DEADP.SCMHelpdesk@westerncape.gov.za		E-MAIL ADDRESS	DEADP.SCMHelpdesk@westerncape.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELL PHONE NUMBER						
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE	WCSEB No.		TCS Pin	AND	CSD No:	MAAA

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STATUS					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED WCBD 6.1 FORM IN ORDER TO CLAIM PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer All Questions Below]
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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.

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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, 2022, 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 (WCBD 7.1).
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 THE STATE TO VIEW THE TAXPAYERS PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE 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 AS MENTIONED IN 2.3 ABOVE AND CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE, BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSED 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:

NAME AND SURNAME OF BIDDER:

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

DATE:

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1. BID CONDITIONS

1.1 All the documentation stipulated below must be returned with the bid document. Bidders must note that some of the documents require completion by the bidder and that the Department of Environmental Affairs and Development Planning will ONLY accept duly completed bid document.

1.2 This document is official and may not be re-typed on forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, required certificates or qualifications, questionnaires, and specification forms in all respects will invalidate your bid.

1.3 Standard Bid Forms and Related Documents - Checklist:

1.3.1 WCBD 1: INVITATION TO BID (PART A & B);

1.3.2 WCBD 3.1: PRICING SCHEDULE – FIRM PRICES;

1.3.3 WCBD 3.2: PRICE ADJUSTMENTS

1.3.4 WCBD 4: PROVINCIAL GOVERNMENT WESTERN CAPE DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1.3.5 WCBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

1.3.6 General Conditions of Contract

1.4 Closing time of bids and provisions relating to submission of bids - Reminder

1.4.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the first page / cover page of this invitation to bid document.

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

1.4.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

1.5 Pricing

1.5.1 Pricing must be stipulated inclusive of VAT (where the bidder is VAT registered).

1.5.2 Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this Tender.

1.5.3 The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

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1.5.4 The Pricing Schedule (WCBD 3.1) must be completed in all respects.

1.6 Validity

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 90 (ninety) calendar days from the closing date and time of the bid.

1.7 Enquiries:

Enquiries relating to this bid must be directed to the person/s whose details appear on the cover page of this bid invitation.

1.8 Right of discretion to accept a bid

The Department does not bind itself to accept either the lowest or any bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the Department of certain bid requirements which the Department considers to be of minor importance and not complied with by a bidder.

1.9 Date of Commencement of Service

The bidder will be required to start service as from the date mutually agreed upon by the Department and Service Provider.

1.10 Evaluation Methodology:

1.10.1 The bid will be evaluated in terms of the Bid Conditions, specification requirements of the bid and Preferential Procurement Points System.

1.10.2 A bid may be regarded as non-responsive if it fails to meet Bid compliance, Specification requirements and failing to provide any requested documentation.

1.10.3 Only the qualifying bids are evaluated further in terms of the 80/20 preference points system, where the 80 points is for price and the 20 points for Black Economic Empowerment points (BEE) status.

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

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1.11 The bid will be awarded to the bidder scoring the highest points based on the price and B-BBEE points allocated.

1.12 Bidders will be required to submit an accredited B-BBEE certificate or sworn affidavit as evidence and in order to claim the points in respect of 20 points (80/20) and 10 points (90/10). Should a bidder fail to submit an accredited B-BBEE certificate or sworn affidavit, the bidder may only score points for price in terms of the 80/90 points. No points will be allocated for preference.

2. INSTRUCTIONS FOR COMPLETING BID DOCUMENTS

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	Comply	
	Yes/No	Comments
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. The numbering system used in this bid SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
4. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
5. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
6. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
7. A response of "Noted" SHALL be interpreted as "Comply". In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.		
8. Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process.		

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<p>9. Bidders are permitted to submit video/cd/samples/product literature/catalogues to support their statements of competence and are to confirm that such are true and accurate reflections of the service/s which the bidder intends to provide.</p>		
<p>10. All additional supporting documentation that is submitted as part of this tender MUST be given a document number that is marked on each page of the document.</p>		

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**DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND
DEVELOPMENT PLANNING**

**THIS DOCUMENT SETS OUT THE TERMS OF REFERENCE: APPOINTMENT OF
A SERVICE PROVIDER TO PROVIDE COMMUNITY PARTICIPATION AND
DEVELOPMENT SERVICES TO SUPPORT THE DEVELOPMENT OF A PILOT
TOWNSHIP ACTION PLAN (TAP) FOR THE AREA KNOWN AS
KWANONQABA IN MOSSEL BAY FOR THE DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE
TOWN, WESTERN CAPE**

BID NUMBER: DEA&DP1/2026

**NAME OF BIDDING
COMPANY.....**

**NAME OF SERVICE
OFFERED.....**

**NAME OF BIDDER / CONTACT
PERSON.....**

CONTACT NUMBER.....(w)..... (cell)

NOTE: SHOULD THE ITEM OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

ALL SECTIONS OF THIS BID DOCUMENT MUST BE COMPLETED IN FULL, WHERE RELEVANT. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

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3. TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMMUNITY PARTICIPATION AND DEVELOPMENT SERVICES TO SUPPORT THE DEVELOPMENT OF A PILOT TOWNSHIP ACTION PLAN (TAP) FOR THE AREA KNOWN AS KWANONQABA IN MOSSEL BAY

1. PURPOSE

- 1.1. Service providers with the relevant expertise and experience are herewith invited to submit bids to provide broad community participation and community development services, including undertaking household and business surveys, to support the preparation of a pilot Township Action Plan for a township area known as KwaNonqaba in Mossel Bay.
- 1.2. The appointed service provider will work with an established Technical Working Group (TWG) comprising the Western Cape Provincial Government, Mossel Bay Municipality, and the Western Cape Economic Development Partnership, as well as other service providers as may be appointed. The service provider will be required to establish and maintain a presence in the study area for a period of 8 to 12 months and work closely with stakeholders in the development of a Township Action Plan.

2. BACKGROUND

- 2.1. The Western Cape Government (WCG) has established the Growth for Jobs strategy (G4J) and the Growth for Jobs 5-Year Implementation Plan: 2025 to 2030 (May 2025). The development of Township Action Plans is a component of the flagship intervention of developing a Township Economic Growth Strategy, Actions Plans and Frameworks located under Priority Focus Area 7: Improved Access to Economic Opportunities of the G4J Implementation Plan.
- 2.2. Decades of spatial exclusion and socio-economic marginalisation have left township communities systematically disconnected from the mainstream economy. To address this challenge, the Department of Environmental Affairs and Development Planning (DEA&DP), the Department of Economic Development and Tourism (DEDAT), and the Western Cape Economic Development Partnership (WCEDP), are working together to pilot two Township Action Plans (TAPs) in the province.

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The pilot TAPs aim to develop an approach that will promote long-term systematic change and deliver more vibrant and resilient township economies.

- 2.3. A study area in Mossel Bay has been selected for the first pilot TAP and a Technical Working Group (TWG), comprising officials from Mossel Bay Municipality (MBM), DEA&DP, DEDAT and WCEDP, has been established. Through participatory planning, locally grounded analysis, and inclusive governance, the project aims to co-create actionable and bankable interventions that reflect community priorities while aligning with provincial and local economic development strategies.

3. EXPERTISE REQUIRED

- 3.1. The project requires a competent and experienced community development and participatory planning team with the following expertise:

a) Community Development and Participatory Planning

- Proven experience in designing and delivering participatory planning and community development processes in township and informal settlement environments.
- Application of asset-based community development and inclusive engagement methodologies.
- Experience in strengthening civil society participation in development processes.

b) Stakeholder Engagement and Facilitation

- Strong stakeholder engagement and stakeholder management capabilities across diverse groups, including government, civil society, and the private sector.
- Demonstrated ability to facilitate inclusive processes and navigate complex social and political environments.
- Excellent interpersonal and communication skills, including proficiency in English, Afrikaans, and isiXhosa.

c) Research, Surveys and Data Management

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- Proven experience in designing and implementing household and business surveys in similar contexts.
- Strong capabilities in data management, analysis, and synthesis to support evidence-based planning.

d) **Strategic and Analytical Capability**

- Strong strategic thinking and analytical skills to translate community insights into credible and implementable strategies.
- Ability to work within multi-disciplinary teams to support integrated planning processes.

e) **Project Delivery and Local Presence**

- Capacity to deploy resources and maintain a presence in the study area for the project duration.
- Strong project management and reporting capabilities.

f) **Policy and Institutional Knowledge**

- Familiarity with municipal planning systems, economic development policy, and the Western Cape Government's Growth for Jobs (G4J) framework.

4. WORK PACKAGE OBJECTIVES

- 4.1. To design and deliver an inclusive, participatory planning process that meaningfully engages a diverse range of stakeholders and reflects community perspectives, priorities, and lived experiences.
- 4.2. To build a robust understanding of the township economy and community context through stakeholder engagement, asset mapping, and the implementation of household and business surveys.
- 4.3. To establish and manage effective stakeholder engagement and communication systems, including a compliant stakeholder database and appropriate communication tools, to support participation throughout the project lifecycle.
- 4.4. To facilitate a collaborative co-design process with stakeholders and project partners to inform a shared vision, strategy, and implementation framework for the Township Action Plan.

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- 4.5. To support the development of a practical and inclusive governance framework to guide the implementation and long-term sustainability of the Township Action Plan.
- 4.6. To consolidate insights and outcomes from the process into a final report that profiles the community and township economy and makes recommendations on implementation and future township action planning.

5. STUDY AREA

5.1. The primary study area is defined by the boundary in the map below. The area covers all of wards 1, 2, 3 and 15, and roughly half of Ward 13, and contains an approximate population of 33 053 people.¹



Figure 1: Project Study Area

6. APPROACH APPLIED TO THE PROJECT

6.1. The project will be grounded in participatory and co-production principles that combine capacity strengthening, partnership building and information gathering to ensure a Township Action Plan that is

¹ Based on GTI Population Data (2025)

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contextually informed, inclusive and shaped by those who live and work in the community.

- 6.2. Similarly, the project will follow a whole-of-society approach, ensuring collaboration and partnership building between the municipality, provincial government, local organisations, businesses and community stakeholders to jointly frame priorities and solutions and drive implementation.
- 6.3. Being focused in a specific geographical area and targeting interventions with a view to transformative, medium to longer term outcomes, the project has many characteristics of an area-based approach.
- 6.4. Embedded community engagement in the township setting to build relationships, understand local dynamics, and discover lived experiences that inform formal planning processes.
- 6.5. Adaptive action, informed by iterative learning and reflection, allowing emerging insights from the field to shape and refine the direction of the TAP as understanding deepens.
- 6.6. Data-informed decision-making, combining participatory methods with structured research and analysis to ensure both qualitative and quantitative evidence underpin recommendations.
- 6.7. Capacity development and ownership, equipping local role-players and actors with skills and tools that strengthen their ongoing participation in local economic development beyond the lifespan of the project.

7. PROPOSED METHODOLOGY

- 7.1. To give practical effect to this approach, the Community Development Practitioner will employ a range of complementary qualitative and quantitative methods, coordinated under strong oversight by the TWG to ensure quality and consistency across all activities. The main components of the methodology should include:

- 7.1.1. **Stakeholder Mapping and Identification** – Developing a comprehensive database of relevant stakeholders across government, civil society, business, and community structures.

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- 7.1.2. **Key Informant Interviews** – Conducting semi-structured interviews with municipal officials, business owners, NGOs, and community leaders to uncover system-level insights.
- 7.1.3. **Focus Groups** – Facilitating targeted discussions with youth, women, informal traders, and other key groups to capture perceptions and lived experiences.
- 7.1.4. **Asset-Based Community Mapping** – Working directly with residents to identify and map community assets such as local enterprises, skills, networks, and infrastructure.
- 7.1.5. **Surveys** – Surveys will gather quantitative information on livelihoods, employment, service access, and local market activity, forming a robust evidence base for the TAP.
- 7.1.6. **Community Co-Design and Visioning Sessions** – Hosting participatory workshops in accessible locations where residents and stakeholders collaboratively define a shared vision and guiding priorities for township development.

8. SCOPE OF SERVICES

8.1. The project requires the service provider to render a suite of services across the full project lifecycle, in accordance with the following project stages:

- A- Inception**
- B- Situational Analysis,**
- C- Township Action Plan**

8.2. **A – Inception:**

8.2.1. An inception stage provides opportunity for the service provider to on-board with the established TWG and to confirm roles, responsibilities, methodology, timeframes, as well as contractual matters related to deliverables and expected payment schedules, etc.

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8.2.2. Importantly, this stage provides opportunity to formalise a stakeholder consultation plan, based on an initial stakeholder mapping process (noting the stakeholder base will expand during the course of the project) and to clarify methodologies, ethics and protocols to be applied throughout the consultation process.

8.2.3. The service provider will submit an inception report with a well-developed and coherent project methodology and execution plan to be agreed between the service provider, DEA&DP's project manager and the TWG.

8.3. **B - Situational Analysis**

8.3.1. The project will start with activities to build a comprehensive profile of the study area by analysing available data and undertaking stakeholder engagement and local surveys to gather additional data and insights.

8.3.2. The service provider will play a key role in this stage by undertaking the following tasks:

a) **Advanced Stakeholder Mapping:** Stakeholder mapping will continue in this stage with the objective of building a comprehensive database of stakeholders across government, civil society, business, and community structures and to confirm interests, levels of influence, and roles in the development and implementation of the TAP. The service provider will be responsible for managing the stakeholder database through the duration of the project.

b) **One-on-One Key Informant Interviews:** Following the stakeholder mapping, the service provider will conduct semi-structured interviews with selected municipal officials, business owners, NGOs, and community leaders to uncover insights about systemic barriers, opportunities, and ongoing initiatives. The service provider will play a key role at this stage in building trust, identifying local economic participants and building partnerships. The objectives and design of

key informant interviews will be workshopped with the TWG before they are conducted. All interviews are to be carefully recorded and shared with the TWG.

- c) **Focus Group Engagements:** The service provider will facilitate targeted discussions to capture perceptions, lived experiences, aspirations, need, and priorities for local development. These sessions will not just focus on economic categories, or sectors, but must also effectively target youth, women, and other vulnerable grouping to obtain insights into community needs, aspirations, vulnerabilities and challenges. These sessions will also provide opportunity to identify and map community assets such as infrastructure, local enterprises, social networks, and cultural resources. The service provider will lead these engagements but will consult with the TWG in preparing for them. All proceedings and outcomes are to be documented and shared with the TWG.
- d) **Household and Business Surveys:** The service provider will be responsible for the final design and execution of household and business surveys required to gather quantitative data on livelihoods, employment patterns, service access, and market activity (amongst other data). This process will include enumerator training, field coordination, data capture, data validation etc (i.e., all steps to plan and implement effective surveys). The delivered business census dataset must be georeferenced (i.e., include latitude and longitude attribute fields). On the completion of surveys, the service provider will report on the survey process and preliminary findings and will provide the cleaned data to the TWG for further analysis.
- e) **Technical Analysis:** During this stage the TWG will develop a technical situational analysis report for the study area. This will initially be a desktop report drawing from available data and information to develop a baseline on facilities, infrastructure, demographics, housing, planning and administrative, among other aspects, of the

study area. This report will eventually be supplemented with information drawn from the service providers outputs. The situational analysis report will primarily be the responsibility of the TWG, but inputs from the service provider will be required from time to time.

- f) **Synthesis:** On completion of the above tasks, the service provider will lead a technical process with the TWG to workshop and synthesise the findings from this stage. This synthesis could incorporate one of various methodologies (such as PESTLE, SWOT etc.). The service provider will develop recommendations to the plan-making stage as an output of the synthesis process.
- g) **Reporting:** The service provider will report regularly to the TWG during this stage and contribute deliverables as indicated under Section 12: Deliverables. All stakeholder engagement processes are to be documented and shared with the TWG.
- h) **Communication Tools:** The service provider may develop and trial communication tools during this stage to facilitate communication on the TAP process between the municipality (initially represented by the TWG), community and stakeholders. Tools should include both digital and analogue systems to accommodate various communication modes and broad access. These tools should be part of the legacy of the TAP and will continue to be refined and deployed during the implementation stage.

8.4. C - Township Action Plan

8.4.1. The service provider will lead a participatory co-design process in the plan-making stage to ensure the final plan reflects local priorities and aspirations. Community-driven outputs will be combined with the technical analysis in a process led by the TWG to formalise the plan. The plan-making stage will involve three sub-stages:

- **Vision and Strategy**
- **Action Plan**
- **Finalisation and Approval**

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8.4.2. **Vision and Strategy:** the vision and strategy development will involve participatory co-design and technical processes.

a) **Participatory Co-design:** Informed by evidence gathered in the previous stage, the service provider will lead a participatory process to confirm community priorities, co-develop a vision, and identify key strategies and areas of intervention. A creative solution will be required to deliver a consultative but efficient process.

b) **Technical:** Thereafter, the service provider will lead at least one session with the TWG to formalise a draft vision and a strategy framework, drawing together outputs from the co-design process with the technical evidence gathered.

8.4.3. **Action Plan:** The process of translating the vision and strategy into a draft Action Plan will largely be the responsibility of the TWG. The service provider will contribute to TWG working sessions and facilitate any additional stakeholder / focus group engagements required, for instance, to refine specific interventions. The TWG may bring on board additional technical skills to assist in project prioritisation, scoping and costing. The delivery of a practical, implementable action plan will require two specific components:

a) **Implementation Plan:** An implementation plan will be developed to link priorities with targeted interventions, budgets and timeframes. While the implementation plan and viable business plan will be the responsibility of the TWG, the service provider will assist with a review of the plan.

b) **Governance Framework:** A workable and stakeholder endorsed governance framework is seen as an essential component for overseeing implementation of the TAP. The WCEDP will lead the TWG in delivering this governance framework. The service provider will work with the TWG to refine and formalise this framework during this stage.

8.4.4. **Finalisation and Approval:** The service provider will assist by facilitating final community and stakeholder input into the final plan before council approval.

a) **Key Stakeholder Engagements:** At this stage the TWG will lead two or three sessions to test the draft action plan with targeted stakeholders. The service provider will assist with securing the participation of stakeholders and the preparation of content for these sessions.

b) **Township Summit / Open Day:** Stakeholders and community must be given opportunity to give their final input into the plan before it goes to council. A 30 day commenting period culminating in an 'open day' session is proposed. A creative approach is required to ensure effective community and stakeholder input. The service provider will be responsible for designing and facilitating the programme, for advertising, communication material and all tools and mechanisms allowing for verbal and written input during and leading up to this session.

c) **Council Approval:** The TWG will be responsible for final amendments and submission to council for approval. The service provider will assist in reviewing the plan and ensuring final stakeholder comments/inputs are adequately captured and, where critical, are reflected in the plan.

8.5. **Reporting:** The service provider will provide a final 'Stakeholder Engagement' and 'Close-Out' report covering the process through to approval. The report will be a consolidation of all outputs submitted in the previous stage and represent the final deliverable in terms of this appointment.

9. COLLABORATION

9.1. The established TWG, comprising members of DEA&DP, DEDAT, WCEDP and Mossel Bay Municipality, is responsible for certain technical outputs as well as general coordination and monitoring on all project processes

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and outputs. The TWG reports to the G4J TAP Project Steering Committee (PSC), which provides strategic guidance to the project and comprises officials from DEA&DP, DEDAT and WCEDP.

- 9.2. The service provider will on-board with the TWG and work in close collaboration with its members through the course of the project. This will include (*inter alia*) general project coordination, participation in TWG working sessions and reporting to TWG progress meetings.
- 9.3. The TWG is chaired by the WCEDP and co-project managed by the WCEDP and DEA&DP. The service provider will, however, report directly to DEA&DP's project manager on all matters related to the contract to ensure adherence to scope, timeframes, deliverables and payment schedules etc.
- 9.4. A development economist, to be sourced separately, will also on-board with the TWG. The economist will be required to build a detailed economic profile of the township and make economic development recommendations. The economist will undertake their own interviews with key economic players, give input into the design of surveys, and participate in focus group and other stakeholder engagements as required.
- 9.5. Other specialist services may be secured to support the TWG from time to time.
- 9.6. The WCEDP is a key partner to the project and will be responsible specifically for:
 - a) Facilitation and maintenance of the partnership between project implementation partners, being the WCEDP, WCG, Mossel Bay Municipality and appointed service providers, through its role as TWG Chair.
 - b) Leading the engagements with key corporate actors, big business, State Owned Enterprises, commercial agencies etc.
 - c) The design of the governance structure to oversee the TAP implementation and legacy, and

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d) Co-project management.

9.7. The TWG will assist the service provider in coordination with ward structures, in securing support across government, and in securing municipal facilities for public engagements.

10. COST AND TIME CONSIDERATIONS

10.1. The following table is guidance on expectations for the service provider's commitment to general project activity (in addition to the service provider's core area of activity covered under 10.4 below):

ACTIVITY		ENGAGEMENTS
1.	Inception	<ul style="list-style-type: none"> • 2 project meetings (1xonline and 1xin-person in Cape Town) • 1 to 2 stakeholder mapping session with the TWG (online/in-person)
2.	Situational Analysis	<ul style="list-style-type: none"> • 1 to 2 TWG working sessions to design surveys with the economist (online/in-person) • 1 to 2 TWG working sessions to synthesise findings from stakeholder engagements and technical studies (in-person)
3.	Township Action Plan	<ul style="list-style-type: none"> • 1 to 2 technical workshops to finalise the vision, strategy and prioritise interventions (in-person) • 1 to 2 technical sessions to develop the implementation plan • 2 to 3 targeted stakeholder engagements to test the draft action plan (lead by the TWG) • 1 session to plan the open day/township summit, and • 1 Open Day session
4.	General Project Execution	<ul style="list-style-type: none"> • 8 to 10 general project meetings on progress and direction (split between online and in-person) • 2 Project Steering Committee meetings (in-person, Cape Town)

10.2. Regular collaboration, including ad-hoc technical discussions between the TWG members will continue as part of the workflow. All in-person

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meetings are expected to take place in Mossel Bay (unless otherwise stated above).

10.3. Where practical, progress meetings, ad-hoc working sessions, and regular co-ordination will be done online.

10.4. In addition, the service provider should consider the following in estimating the time and cost for delivering on the project objectives and scope:

10.4.1. **Stakeholder Engagement and Participatory Processes:** The service provider must determine the optimal process and engagements to deliver a participatory co-designed plan, as per the scope which broadly identifies the following categories for engagements:

- One-on-one stakeholder engagements
- Focus group sessions
- Visioning and strategy co-design sessions
- An open day / township summit

10.4.2. **Business Census:** The objective is a comprehensive database of all formal and informal business in the study area, with economic data on business activity (turnover, employment, growth etc.), and a basic profile for each business. A guideline metric of 32 micro-enterprises per thousand people² can be used to estimate the size of the census.

10.4.3. **Household Surveys:** The objective is to undertake a minimum sample survey of 500 households to gather household economic data (income, costs and budgets, savings and remittances etc.) and identify consumer choices and perceptions.

10.4.4. **Disbursements:** the service provider's scope must cover all disbursements related to their brief as indicated below:

² See Charman A & Petersen L (2015), *The layout of the township economy: the surprising spatial distribution of informal township enterprises* available at: <https://www.econ3x3.org/article/layout-township-economy-surprising-spatial-distribution-informal-township-enterprises>,

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- a) **Communication tools:** i.e., the sourcing and application of any physical or digital tools and infrastructure to maintain communication with the stakeholder base.
- b) **Communication Material:** i.e., the cost of designing, preparing and circulating any posters, flyers, or other communication material required for any activity under the direct responsibility of the service provider
- c) **Travel and staff:** The cost of field workers to undertake surveys and maintain a presence in the field.
- d) **Office:** The cost of temporary office space in or near the study area, if required.
- e) **Venues:** The municipality may make its facilities (community halls, libraries, boardrooms) available for project meetings, focus group sessions, workshops and all community engagements. Any special venues required must be priced and motivated by the service provider.

11. RESOURCING AND CAPACITY BUILDING

- 11.1. The service provider must source additional capacity from the study area to complement its existing core resources, specifically for the survey field work, but also to assist with general facilitation and coordination as may be required.
- 11.2. The service provider must provide adequate training for any additional locally sourced personnel, provide ongoing support, and manage such resources, to ensure they are able to fulfil the tasks allocated to them.
- 11.3. The service provider will be required, towards the end of their contract period, to undertake one capacity building session within DEA&DP to share the participatory methods and tools applied and lessons learnt from their application in the study area.

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12. DELIVERABLES

12.1. The key deliverables, related to project milestones, are identified in the table below.

Deliverable		Content	Format
1	Inception Report (inclusive of a Stakeholder Engagement Plan)	Methodology, Process Plan. Stakeholder Engagement Plan etc	MS Word and PDF
2	Key Informant Interview Report and documentation	A summary of key informant interviews, reflecting on the objectives, methodology and purpose and themed findings. All documented interviews.	MS Word / PowerPoint and PDF
3	Focus Group Report and documentation	Key outputs from the focus group and asset-based community development sessions. All documentation of proceedings.	MS Word / PowerPoint and PDF
4	Survey Report and data	Report on the survey process, recording successes and shortcomings/gaps and providing preliminary analysis. A clean georeferenced survey dataset to be provided for analysis to the economist and TWG.	MS Word and PDF with digital data set in XLS format and GIS shapefile (business census locational data)
5	Synthesis Report	Brief synthesis report on findings from the surveys and consultative process to feed into the TWG synthesis session/s.	MS Word / PowerPoint and PDF
6	Vision and Co-design Presentation	Output of the visioning and co-design sessions to feed into the technical refinement of the TAP.	PowerPoint and PDF
7	Consolidated Stakeholder Report	Consolidated report (with executive summary) reflecting on the consultative process, profiling the township community and socio-economic insights gained, and making recommendations on implementation of the action plan and future interventions.	MS Word and PDF Database in XLS format
8	Executive Summary	A concise executive summary in PowerPoint format	PowerPoint
9	Consolidated Stakeholder Database	Final POPIA compliant stakeholder database with contact and basic profile details of all stakeholders consulted.	Database in XLS format
10	Final Close Out Report	A short Close Out Report on completion of all deliverables and approval of the Consolidated Stakeholder Report and Executive Summary by the G4J TAP PSC.	MS Word / PowerPoint and PDF

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12.2. The primary deliverables will be supported by secondary outputs and material required as a matter of course for working sessions, workshops, stakeholder meetings, focus group engagements, etc.

12.3. Interim draft outputs may be requested by the TWG and DEA&DP's project manager from time to time for purposes of coordination and quality control.

13. TIMEFRAMES

13.1. The service provider will onboard with the TWG and submit a draft inception report within 1 to 2 weeks after appointment.

13.2. The duration of the contract is expected to last 8 to 12 months from the date of appointment.

14. RELEVANT SKILLS AND EXPERIENCE

14.1. The service provider will comprise a qualified and well-resourced team led by an experienced development practitioner. The team must have a strong collective history in working with professional public facilitation and advocacy within the sector and cover the following skills and expertise:

- a) Community Development / Capacity Building
- b) Urban / Economic Development Planning
- c) Professional Facilitation
- d) Project Management
- e) Survey design and data management
- f) Geographic Information Systems (GIS)
- g) Media, writing and communication skills
- h) Analytical and strategic skills
- i) Field work

14.2. The team leader must demonstrate at least 8 years' experience in the field of participatory planning and/or advocacy work with substantial experience working with township communities and should hold a tertiary NQF 7 qualification preferably in at least one of the following disciplines:

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Town and Regional Planning, Urban Planning, Social Sciences, Sociology, Social Work, Anthropology, Public Administration or Law.

14.3. The lead must be supported by an appropriately experienced and qualified support team with complimentary skills and experience, which should include:

14.3.1. One or more facilitator/s with excellent communication skills and proficiency in isiXhosa, Afrikaans and English supported by at least an NQF 5 qualification and with a proven track record of at least 5 years' working with diverse communities in township and informal settlement settings.

14.3.2. A communications specialist with at least a tertiary NQF 6 qualification in the fields of Communications, Public Relations, Journalism or Media Studies and with 5 years' working experience and strong exposure to public facilitation and/or advocacy work.

14.3.3. A survey and data management specialist with at least NQF 7 qualification in Statistics, Economics, Demography, Mathematics, Population Studies, Sociology or Geographical Sciences and with demonstrated minimum 5 years' experience in social sciences / economic research, survey design, data capture, management and analysis and working with appropriate tools and methodologies,

14.3.4. A Geographic Information Systems (GIS) specialist should be included in the team, if not covered by the survey and data management specialist. Registration with the South African Geomatics Council will be advantageous.

14.4. The team may include other expertise and services where the service provider deems these will add value, supported by relevant qualifications and years' of experience of such personnel

14.5. The team must be well-placed to service the project and maintain a presence in the study area particularly for the duration of the main

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consultation and survey period. At least one team member committed to a coordination/liaison function should be based within, or in practical daily reach, of the study area (i.e. within 50km)

14.6. Some of the above requirements may be covered by one resource; i.e., it is not a requirement to have a different team member for each area of expertise.

14.7. The core team must be supplemented by sourcing appropriately qualified resources from the study area early in the contract period to undertake field work or for general project support and liaison.

15. CONTENT OF THE PROJECT PROPOSAL

15.1. Bidders must submit a detailed project proposal that includes:

- a) Understanding of the Scope of Work
- b) Methodology and Work Plan
- c) Team Composition
- d) Project Team Track Record
- e) Pricing Schedule
- f) Supporting Documents

15.2. **Understanding of Scope of Work:** The service provider should confirm their understanding of the planned project scope in a brief outline but also note any critical scope gaps or propose any potential value adds they propose addressing. The service provider should be clear about their responsibilities in relation to other services and activities across the entire scope of the project.

15.3. **Methodology and Work Plan:** The proposed methodology should pay special attention to the following:

15.3.1. **Stakeholder Consultation and Participatory Processes:**

- a) Set out a preliminary plan for stakeholder consultation.
- b) Identify the type of stakeholders that will be targeted for bilateral engagements and confirming the purpose and type of information to be gained.

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- c) Identify the type of focus groups to be consulted and the purpose and type of inputs/insights to be gathered.
- d) Provide an outline of the participatory planning methodologies and tools to be applied across all phases of the project.
- e) Identify any proposed value-adds / gaps to be covered and related approaches and methodologies.

15.3.2. **Surveys:**

- a) Provide a preliminary plan for executing the surveys, notably the sample sizes, timeframes, tools and resources that apply.
- b) Outline the methodology for sample identification, locating and engaging with respondents, modes and tools for data gathering and data management etc.
- c) Note potential survey execution risks, contingencies and mitigation

15.3.3. **Work Plan:** The bidder must provide a work plan for the implementation of the scope, including:

- a) The project milestones that will be used to measure project progress.
- b) A Gantt chart with the project start of 01 July 2026 and corresponding with the stages outlined in Section 6 and noting deliverables as per Section 10. Starting date is approximate.
- c) Identification of dependencies impacting the programme.
- d) Identification of risks and proposed mitigation measures and contingencies.

15.3.4. **Resource Plan:** A resource plan for the project, clearly indicating what resources will be secured and deployed at different stages of the project, and specifically:

- a) the working base of personnel across the duration of the project, in particular identifying which members of the team will be based in the study area.
- b) how the service provider intends to service the project should

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the project be managed from outside the greater Mossel Bay – George area.

c) A proposal for sourcing local field workers and assistants and outlining the training and supervision to be provided.

15.3.5. The bidder is invited to propose any enhancement to the methodology, where they feel these will add value, or address critical gaps, or offer greater efficiency without compromising quality and cost. Such proposals must be well-motivated and must not contradict the required project scope.

15.4. Team Composition

15.4.1. The proposal must provide an organogram showing the key personnel, their roles and where they will be based.

15.4.2. The proposal must include a short resume summary (a paragraph or two) of each of the key team members providing their roles, relevant experience with years of experience, and qualifications.

15.4.3. Note the requirement for CV's and copies of all relevant professional qualifications, registration, and affiliation under Section 16.

15.5. Project Team Track Record

15.5.1. The bidder must reference and provide evidence of at least three (3) to a maximum of five (5) similar participatory community development projects undertaken within the last five (5) years, demonstrating capability with stakeholder consultation, participatory planning, strategic planning, and execution of surveys in similar environments. The sample projects must have each involved at least one core team member and should cover at least a total of 18 months' project experience.

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15.5.2. The project experience must be provided as a narrative outline with a brief description of each project, covering:

- a) A basic synopsis of the project, its objectives, scope and methodology,
- b) The roles of the bidding team's members in the project,
- c) Date and duration of the project,
- d) The geographical location of the project,
- e) The client details,
- f) A clear explanation of the project's relevance to the scope, methodology and context of this project.

15.5.3. At least three (3) of the projects must demonstrate the experience of the project lead working with the core team on stakeholder engagement, participatory planning and/or community development processes.

15.5.4. At least two (2) of the projects must demonstrate capability in undertaking surveys from survey design through to field work, data collection and analysis. Such project experience may be concurrent with that covered by 16.5.3.

15.5.5. Demonstration of at least 6 month's project experience in the study area within the last 5 years will be an advantage.

15.5.6. In addition, the bidder must provide evidence for the submitted projects in the form of a 3-page sample extract of each output and provide contactable client references for each project.

16. MINIMUM REQUIREMENTS FOR A VALID BID

16.1. Bidders that fail to adhere to any of the following, will be rendered non-responsive and will not be evaluated further:

CRITERIA	COMPLIES (Circle applicable)	
a) Bidders must submit proposals inclusive of VAT (if vat registered) before the bid closing date and time of the bid.	Yes	No

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b) Bidders must be registered on the Central Supplier Database and have active status on or before the closing date and time of the bid.	Yes	No
c) Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4.	Yes	No
d) A fully completed pricing schedule on the prescribed template must be submitted (i.e. WCBD3- pricing schedule). (NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED).	Yes	No
e) CVs of all project team member demonstrating academic qualifications, expertise, relevant assignments/projects and years of experience.	Yes	No
f) A minimum of three (3) formal letters from three (3) contactable referees.	Yes	No
g) Proof of ALL relevant professional qualifications, registration, and affiliations.	Yes	No

17. EVALUATION METHODOLOGY

17.1. The Department will evaluate all proposals received in accordance with the following phases:

<u>Phase 1</u> Pre-Qualification Criteria	<u>Phase 2</u> Functional Evaluation Criteria (if applicable)	<u>Phase 3</u> Price & B-BBEE Evaluation
<p>Bidders must ensure a proposal in line with Section 16 is submitted, and the completed WCBD 3.1 / WCBD 3.3 or own pricing schedule.</p> <p>The WCBD 4 and WCBD 6.1 are required to be updated annually and must be completed and submitted if a year has lapsed and the status of the firm has changed since last updated</p>	<p>Bidders are required to achieve a minimum threshold of 75% to proceed to Phase 3 (Price and BEE considerations).</p>	<p>Phase 3 will only apply to bidders who have met and/or exceeded the minimum threshold of 75%.</p>

17.2. **Phase 1: Pre-qualification Criteria:** Without any limitation in respect of the department's other critical requirements relevant to this Bid, prospective bidding service providers must ensure they comply with Section 16.

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17.3. **Phase 2:** Functionality: Compliant bids will, thereafter, be evaluated against the criteria and weights for functionality depicted in the following table:

Minimum threshold to proceed to Price & BBBEE evaluation: 75%.

Criteria	Weight	Guideline for criteria application and points	Paragraph Reference
1. Project Team Qualifications & Expertise	40		
1.1 Project Lead qualification and experience in leading participatory planning and community development projects.	10	0 = <u>Weak</u> : Unrelated qualification and/or less than 8 years' experience 5 = <u>Basic</u> : Relevant advanced diploma or bachelor's degree (NQF7 equivalent) and 8 to 10 years' experience. 7 = <u>Good</u> : Relevant bachelor honours degree or postgraduate diploma (or NQF8 equivalent) and 8 to 10 years' experience. 10 = <u>Excellent</u> : Masters degree (NQF9 equivalent) and >10 years' experience	14
1.2 Facilitators qualification and experience in participatory planning and community development projects	5	0 = <u>Weak</u> : Less than NQF5 qualification and/or less than 5 years' experience 3 = <u>Basic</u> : Relevant higher certificate (NQF5 equivalent) and 5 to 6 years' experience. 4 = <u>Good</u> : Relevant diploma/advanced certificate (NQF6 equivalent) and >6 to 8 years' experience. 5 = <u>Excellent</u> : Relevant bachelor's degree / advanced diploma (NQF7 equivalent) and >8 years' experience	14
1.3 Communication / Media Specialist's qualification and experience with participatory planning and/or advocacy work.	5	0 = <u>Weak</u> : Unrelated qualification / below NQF6 qualification, and/or less than 5 years' experience. 3 = <u>Basic</u> : An applicable diploma/advanced certificate (NQF6 equivalent) and 5 to 6 years' experience. 4 = <u>Good</u> : Relevant bachelor / advanced diploma (NQF7 equivalent) and >6 to 8 years' experience. 5 = <u>Excellent</u> : Relevant bachelor honours degree / postgraduate diploma (NQF8 equivalent) and >8 years' experience	14

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1.4 Data and Survey Specialist's qualification and experience with survey design, data collection and data management.	5	<p>0 = <u>Weak</u>: Unrelated qualification and/or less than 5 years' experience.</p> <p>3 = <u>Basic</u>: A relevant bachelor's degree / advanced diploma (NQF7 equivalent) and 5 to 6 years' experience.</p> <p>4 = <u>Good</u>: A relevant bachelor honours degree / postgraduate diploma (NQF8 equivalent) and >6 to 8 years' experience.</p> <p>5 = <u>Excellent</u>: Relevant master's degree (NQF9 equivalent) and more than 8 years' experience</p>	14
1.5 Overall Team composition and technical expertise	5	<p>0 = <u>Weak</u>: Team lacks relevant expertise; roles are unclear. No demonstrated proficiency in Afrikaans, isXhosa and English communication.</p> <p>3 = <u>Limited</u>: Some relevant skills; gaps in coverage; roles partly defined.</p> <p>4 = <u>Strong</u>: Well-structured team; clear roles; good technical mix.</p> <p>5 = <u>Multidisciplinary and clear</u>: Comprehensive team with complementary expertise and clearly articulated roles.</p>	14
1.6 Team capacity to service the study area.	10	<p>0 = <u>Poor</u>: Team lacks any meaningful resources based within 50 km of the study area.</p> <p>5 = <u>Adequate</u>: The team has at least one coordinator or project liaison member based within 50km of the study area.</p> <p>10 = <u>Excellent</u>: The team has more than one team member based within 50km of the study area to cover coordination, liaison <u>and</u> facilitation work.</p>	14
2. Methodology and Work Plan	30		
2.1 Quality and relevance of proposed methodology for stakeholder consultation and participatory processes.	10	<p>1 = <u>Generic</u>: Methodology is generic or lacks detail with significant gaps in key areas (e.g. data sources, methods of analysis, engagement process, stakeholder engagement plan etc.)</p> <p>3 = <u>Partial</u>: Methodology covers most necessary components but important detail is lacking</p> <p>5 = <u>Aligned</u>: Methodology covers all aspects</p>	15.3

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		<p>of the proposed stakeholder consultation and participatory processes but is light on detail;</p> <p>7 = <u>Strong</u>: Methodology is responsive and covers all components in good detail.</p> <p>10 = <u>Exceptional</u>: Methodology is covered in good detail with no gaps and provides valuable new insights which are strongly supportive of project objectives.</p>	
2.2 Quality and relevance of proposed methodology for undertaking surveys.	10	<p>1 = <u>Generic</u>: Survey methodology is generic and lacks detail with major gaps.</p> <p>3 = <u>Partial</u>: Survey methodology includes most necessary components, but important detail is lacking.</p> <p>5 = <u>Aligned</u>: Survey methodology covers all steps of the survey but is still light on detail (e.g. no identification of risks and contingencies)</p> <p>7 = <u>Strong</u>: Survey methodology is responsive and covers all components in good detail.</p> <p>10 = <u>Exceptional</u>: Survey methodology is thorough and well explained and offers good insight into design, execution and data capture and is clear on resourcing and risk management.</p>	15.3.2
2.3 Work plan (Gantt chart, Phasing, Resources, Risk Plan) is logically set out and complete	5	<p>1 = <u>Limited</u>: The execution plan and resourcing plan is incomplete or lacking in critical detail.</p> <p>3 = <u>Aligned</u>: Includes a Gantt chart and covers phasing and deployment of resources but some gaps in detail.</p> <p>5 – <u>Robust</u>: Detailed Gantt chart with milestones, deliverables, dependencies, risk management and resourcing clearly set out against project phases.</p>	15.3.3 & 15.3.4
2.4 Innovation with valuable insights and recommendations to the methodology.	5	<p>1 = <u>Basic</u>: Methodology adds no additional value.</p> <p>3 = <u>Moderate</u>: Methodology offers some additional insights, with some additional workable proposals/recommendations.</p> <p>5 = <u>Excellent</u>: Methodology offers substantial value through additional critical insights and workable proposals/recommendations.</p>	15.3.5
3.Project Team Track	30		

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Record			
3.1 Total project experience for similar participatory planning /community development projects completed in the past 5 years. (Total project experience is the combined number of months spent on projects submitted as evidence. A minimum of 3 projects must be led by the project lead.)	5	<p>0 = Evidence provides less than 3 projects led by the project lead or <12 months project experience</p> <p>3 = ≥12 to 18 months' total project experience.</p> <p>5 = >18 months total project experience.</p>	15.5
3.2 Quality and relevance of submitted evidence for participatory planning and community development work.	10	<p>1 = <u>Weak alignment</u>: Project samples lack clear objectives and outputs and/or demonstrate very weak alignment with the proposed scope and methodology.</p> <p>5 = <u>Moderate alignment</u>: Sample projects' objectives and outputs are adequately explained but only demonstrate partial alignment with the proposed scope and methodology.</p> <p>10 = <u>Strong alignment</u>: Projects samples demonstrate well-defined objectives and outputs and strong alignment to the proposed scope and methodology with respect to stakeholder engagement, participatory planning and community development.</p>	15.5
3.3 Quality and relevance of submitted evidence for survey work.	10	<p>1 = <u>Weak alignment</u>: Project samples demonstrate no or very little experience with undertaking surveys at the proposed scale of the study area.</p> <p>5 = <u>Moderate alignment</u>: Project samples demonstrate some experience with undertaking surveys at significant scale.</p> <p>10 = <u>Strong alignment</u>: Project samples clearly explain project objectives, process and outputs and demonstrate strong alignment with conducting surveys at the scale required.</p>	15.5
3.4 Experience working in the region. Total project experience is the combined number of months spent on projects (submitted as evidence) which are located in the Garden Route.	5	<p>0= <u>None</u>: Project team has no experience working in the Garden Route</p> <p>3 = <u>Partial experience</u>: Project team has <6 months' total project experience in the Garden Route.</p> <p>5 = <u>Good experience</u>: Project team has ≥6</p>	15.5

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		months' total project experience in the Garden Route.	
--	--	---	--

***NB:** Bids that score less than the minimum threshold of **75%** functionality will not be evaluated further.

17.4. **Phase 3: Price and BBEE Evaluation:** Only Bidders that have met the 75-points threshold in Phase 2 will be evaluated in Phase 3 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

17.4.1. **Preference Points:** Bidders meeting all the procurement conditions for above goods/service will be assessed according to the below preference points system in terms of the Western Cape Government's interim strategy as it relates to preference points stemming from the Preferential Procurement Regulations, 2022:

Evaluation Element	Points
1. Price	80
2. B-BBEE Points	20
TOTAL	100

The Western Cape Government will continue with the utilisation of the B-BBEE point scoring to give effect to the requirements of section 2 (1) (d)(i) of the PPPFA in that it:

- i. Provides an established basis on which to allocate points for preference to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- ii. Gives effect to at least two of the RDP goals (i.e., the promotion of South African owned enterprises and the promotion of SMMEs); for each tender process invited that uses B-BBEE certification as a means of claiming preference points;
- iii. Is able to be measurable, quantifiable and monitored for compliance; and
- iv. Supports compliance with National Treasury Regulation, 2005

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paragraph 16A3.2 (c) that requires that a supply chain management system referred to in paragraph 16A.3.1 must amongst others be consistent with the PPPFA and the B-BBEE Act.

The WCG will utilise the preferential procurement goals contemplated in section 2 (1)(d) of the PPPFA and that the relevant B-BBEE scorecards (i.e., a B-BBEE certificate / sworn affidavit as supporting evidence provided by bidders to claim preference points) as specified in the Broad-Based Black Economic Empowerment Act (No. 53 of 2003, hereafter B-BBEE Act) be accepted as supporting evidence to claim preference points. The Department may be contacted where further clarity is required.

17.4.2. A maximum of 20-points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

17.4.3. B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and
- B-BBEE Certificate / Affidavit

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18. DURATION OF CONTRACT

18.1. The contract will commence from the date of appointment in the 2026/2027 financial year and will remain in effect for a maximum period of 12 months.

19. REPORTING AND MONITORING

19.1. The successful bidder will be required to adhere to the following monitoring and reporting requirements:

19.1.1. Attend an inception meeting with DEA&DP's Project Manager within five (5) working days of appointment.

19.1.2. Submit a detailed Project Implementation Work Plan (including key deliverables, timelines, roles, and responsibilities) for approval within ten (10) working days of the inception meeting.

19.1.3. The Work Plan must align with the original proposal and any adjustments agreed during the inception meeting.

19.1.4. Submission of a monthly written progress reports to DEA&DP's Project Manager, outlining:

- a) Activities completed,
- b) Progress against deliverables,
- c) Any emerging challenges and proposed mitigation measures,
- d) Updated timelines where applicable.

19.1.5. Reports must be submitted by the 5th working day of each month.

19.1.6. Participate in monthly TWG progress meetings (physical or virtual, as determined by DEA&DP's Project Manager) to review progress, address challenges, and agree on next steps. The service provider must make their relevant team members available for these meetings as required.

19.1.7. Ad-hoc meetings may be called at the discretion of DEA&DP's Project Manager for specific work tasks or urgent matters.

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19.1.8. Each major deliverable must be submitted to DEA&DP's Project Manager and/or TWG for review and interim approval and to determine next steps. Final approval of the consolidated report rests with the PSC.

19.1.9. All deliverables will be agreed to in the project initiation meeting.

20. SUBCONTRACTING

20.1. A bidder awarded a contract may not subcontract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the sub-contract.

21. JOINT VENTURE / CONSORTIUM / TRUST

21.1. A Joint Venture, Consortium or Trust will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.

21.2. Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The department will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortium arrangement.

21.3. Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortium arrangement.

22. INTELLECTUAL PROPERTY

22.1. All documentation related to the project, and information obtained in the course of it, in whatever format, will be the intellectual property of the Department.

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23. GENERAL CONDITIONS

- 23.1. Short-listed bidders may be requested to deliver a presentation of their proposal to DEA&DP as part of the bidding process.
- 23.2. The service provider is required to confirm that its proposal will be valid for 90 days from the closing date of the submission for proposals.
- 23.3. During the evaluation period, service provider might be requested to clarify matters in relation to the proposals submitted. Such information will be supplied to the Department, free of charge.

24. BID QUERIES AND CLARIFICATION

- 24.1. A compulsory briefing session will not be held for this bid. Any queries must be put in writing and emailed to both Neo.Liphuko@westerncape.gov.za and Donna.Swartz@westerncape.gov.za before 5pm on the 5th business day following the date of the advertisement.
- 24.2. Bidders who do not have any queries but wish to receive communication on issues of clarification must register their interest as such in order to be on the clarification emailing list. Bidders who opt not to be on the list will still have their bids evaluated if these are submitted in time.
- 24.3. Clarification will be provided as a bulk email response sent to the clarification list within 5 business days of the close of the bid query period.

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PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder:	Bid Number: DEA&DP1/2026
Closing Time: 11H00am	Closing date: 31 July 2026

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

DESCRIPTION:	QUANTITY	TOTAL COST (VAT INCLUSIVE Bid Price in RSA Rands)
		R.....
<u>GRAND TOTAL (INCLUSIVE VAT)</u>		R.....

Enquired by:

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

- At: 1 & 3 Dorp street
CAPE TOWN,
8000

- Brand and model

- Guarantee period

- Country of origin

- Does the offer comply with the specification(s)? *YES / NO

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- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm / not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g., labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e., it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g., Labour, transport etc.)	P	PERCENTAGE OF BID PRICE

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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Contractor to initial.....

PRICING SCHEDULE
(Professional Services)

NOTE: Offer to be valid for 90 days from the closing date of bid.

Name of Bidder: _____	Bid Number: DEA&DP1/2026
Closing Time: 11h00am	Closing Date: 31 July 2026

Item No.	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. *(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.	*R _____	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.		
3.	Persons who will be involved in the project and rates applicable. (Certified invoices must be rendered in terms hereof)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	_____	R _____	_____
	_____	R _____	_____
	_____	R _____	_____
	_____	R _____	_____
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	_____	R _____	_____ days
	_____	R _____	_____ days
	_____	R _____	_____ days
	_____	R _____	_____ days

EFFECTIVE 1 FEBRUARY 2019

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____

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

_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____

***TOTAL: R** _____

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

YES / NO
[DELETE IF NOT APPLICABLE]

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER (PRINT) : _____

DATE : _____

CAPACITY UNDER WHICH THE BID IS SIGNED : _____

TOTAL BID PRICE :

***R** _____

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PROVINCIAL GOVERNMENT WESTERN CAPE: DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (EPS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"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;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation, or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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“business interest” means -

- (a) a right or entitlement to share in profits, revenue, or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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“employee”, in relation to –

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- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“**entity**” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture, or consortium; or
- (b) sole proprietorship;

“**entity conducting business with the Institution**” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“**Family member**” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“**intermediary**” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“**Institution**” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“**Provincial Government Western Cape (PGWC)**” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“**RWOEE**” means -

Remunerative Work Outside of the Employee's Employment

“**spouse**” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

- (i) resigned as an employee of the government institution or;
- (ii) cease conducting business with an organ of state or;
- (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

7. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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 Institution.

8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

9. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

10. 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 authorises 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.

11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	---	----	-----

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number(012) 326 5445.)</i>				NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7.	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?				NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation, or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I,hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement, or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly, or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:.....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:..... Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation, or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

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INTRODUCTION

The National Industrial Participation Programme (NIP), which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to, or exceeding, US\$ 10 million or other currency equivalent to US\$ 10 million, will have an NIP obligation. The threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$ 10 million.
- or
- (b) Multiple contracts for the same goods, works or services, each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period, which in total exceeds US\$ 10 million.
- or
- (c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US\$ 10 million.
- or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US\$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2 year period, exceeds US\$ 10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1(a) to 1.1(c) above will amount to 30% of the imported content, whilst suppliers in respect of paragraph 1.1(d) shall incur 30% of the total NIP obligation on a *pro rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

1.4 A period of 7 years has been identified as the timeframe within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required, immediately after the award of a contract that is in excess of R10 million (ten million Rands), to submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose of reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

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3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

1.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:

- Bid/contract number.
- Description of goods, works or services.
- Name on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at emalapane@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans, and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 THE NIP obligation agreement is between the DTI and the successful bidder (contractor) and therefore does not involve the purchasing institution.

BID NUMBER: DEA&DPI/2026		Closing date: 31 July 2026	
Name of bidder:	_____		
Postal address:	_____ _____		
Signature:	_____	Name in print:	_____
Date:	_____		

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF

GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“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;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor

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and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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2. GENERAL CONDITIONS

2.1 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).

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

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

2.4 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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state 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.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, **the bidder obtaining the highest number of total points will be awarded the contract.**

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

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- (a) points out of 80 for price; and
- (b) 0 points out of 20 for B-BBEE

- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration

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Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, 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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original, or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium, or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level of Contribution= (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

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

9.1.1 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? **YES / NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:.....

10.4 TYPE OF COMPANY/ FIRM

- Partnership/ Joint Venture/ Consortium
- One-person business/ sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company

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□ State Owned Company

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (j) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (ii) 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; and
 - (iii) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.

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(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r l as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box**.

100% Black owned		Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned		Level Two (125% B-BBEE procurement recognition)	
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.		b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.		d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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 about 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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- 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.
- 1.17 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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- (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.

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- 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:

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- (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 (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted

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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.

- 17. Contract amendments** 17.1 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

- 21. Delays in the supplier's performance**
 - 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

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

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

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

- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in

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the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director, or other person who wholly or partly exercises or exercised or may exercise control over the
- enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;

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- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or 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.

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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 wilful 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.

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

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

This certificate must be an original issued by the South African Revenue Services.

33.National Industrial Participation (NIP) Programme

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

34.Prohibition of Restrictive practices

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

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

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

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