Province of the
EASTERN CAPE
COOPERATIVE GOVERNANCE
& TRADITIONAL AFFAIRS

Directorate of Supply Chain Management
Tyamzashe Building | Civic Square | Bisho | 5605
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Tel: +27 (0)40 940 7022/ 7033
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BID

Bid No: SCMU7-24/25- 0002.		
Bid Description	**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR DISASTER RELIEF IN ALFRED NZO DISTRICT FOR THE PERIOD OF THREE (3) YEARS.**	
Contact Persons/s:		
Technicalities on Terms of Reference	**Name:** **Telephone No.**	**Mr. P. Mabandla** **071 604 3160**
Bid Procedures:	**Name:** **Telephone No.**	**Mr. T. Nchukana** **072 723 8289**
Briefing Session	**Compulsory**	**17 July 2024@10h00**
Bid Closing: Time & Date	**Date and Time**	**31 July 2024 @ 11h00**
	Conditions	1. Quotation must be returned in one sealed envelope and be clearly marked, with the above bid number, description and Department of Cooperative Govt and Trad. Affairs 2. The SBD forms and all other forms relating to this bid must be completed and signed in the original black ink. 3. Forms with photocopied signatures or other such reproduction may be rejected. 4. Bids by telegraph, facsimile, electronically or other similar apparatus will not be acceptable for consideration. **NB. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

Province of the
EASTERN CAPE
COOPERATIVE GOVERNANCE
& TRADITIONAL AFFAIRS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR DISASTER RELIEF IN ALFRED NZO DISTRICT FOR THE PERIOD OF THREE (3) YEARS.

REFERENCE NUMBER: SCMU7-24/25-0002

NAME OF BIDDER _____

COMPULSORY BRIEFING SESSION 17/07/2024 **TIME: 10H00**

CLOSING DATE: 31/07/2024 **TIME: 11H00**

Enquiries:
Ms. B. Aplom at Busisiwe.aplom@eccogta.gov.za
Mr. T.C. Nchukana at Thembani.nchukana@eccogta.gov.za.gov.za

Demand Management Telephone: 082 495 3153

Tyamzashe Building
Phalo Avenue
Private Bag X0035
Bhisho
5605

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SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS					
BID NUMBER:	**SCMU7-24/25-0002**	CLOSING DATE:		CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR DISASTER RELIEF IN ALFRED NZO DISTRICT FOR THE PERIOD OF THREE (3) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: HEAD OFFICE

Entrance Foyer, Tyamzashe Building

Phalo Avenue

Bisho

5605

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. B. Aplom and/ or Mr. T.C. Nchukana**	CONTACT PERSON	**Mr L. Zandile**
TELEPHONE NUMBER	**082 495 3153**	TELEPHONE NUMBER	**072 428 5970**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	• **Busisiwe.aplom@eccogta.gov.za** • **Thembani.nchukana@eccogta.gov.za.gov.za**	E-MAIL ADDRESS	**lwando.zandile@eccogta.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number.....

Closing Time 11:00 Closing date.....

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

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

- Required by: .....
- At: .....
  .....
- Brand and model .....N/A.....
- Country of origin .....SA.....
- Does the offer comply with the specification(s)? *YES/NO
- 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, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

[1] 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.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, 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.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder 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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"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; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black		6		
Women		4		
Youth		4		
Disabled		3		
Military		3		
		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....
.....

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "Day" means calendar day.

1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "GCC" means the General Conditions of Contract.

1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "Project site," where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the purchaser in connection therewith, to any person other information; than a person employed by the supplier in the performance of the inspection. 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

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

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8. Inspections tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1 Delivery of the goods shall be made by the supplier in accordance with and documents 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

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

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

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

16. Payment

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

16.2 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 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 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

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

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

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

23.1 The purchaser, without prejudice to any other remedy for breach of for default 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;
(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

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

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure 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

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or 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

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.

Applicable law

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

30. 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.

31. Taxes and duties

31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the

31.2 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.

31.3 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.

32. National Industrial Participation (NIP) Programme

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

33. Prohibition of Restrictive practices

33.1 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).

33.2 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.

33.3 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.

BID ADVERT

The Eastern Cape Department of Cooperative Governance and Traditional Affairs (Cogta) seeks services of experienced and capable service providers to supply and deliver goods and services for disaster relief in Alfred Nzo District for the period of three (3) years.

Bids will be evaluated in terms of the Revised Preferential Procurement Regulations of 2022 where the 80/20 preference point system shall be applied. Bidding documents will be available on08..../.07..../2024 from the Supply Chain Management Unit, Demand Management Office, Third Floor, Tyamzashe Building, Bhisho. A compulsory briefing session will be held **at Alfred Nzo District Municipality, Erf 1400 Ntsizwa Street, 4735 on ..17...../.07./2024 at 10H00**

Completed Bid documents, enclosed in sealed envelope/s, must be deposited into the **Tender Box** situated at the Head Office, Main Entrance Foyer, Ground Floor, Tyamzashe Building, Bhisho on or before .31..../..07.../2024 **at 11:00**, clearly marked: **SCMU7-24/25-0002: "Appointment of a panel of service providers for the supply and delivery of goods and services for disaster relief in Alfred Nzo District for the period of three (3) years".**

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

(a) CoGTA reserves the right not to accept any of the submitted bid proposals. The lowest, or only bid proposal, will not necessarily be accepted.

(b) The department reserves the right to negotiate the final terms and conditions of the contract with the successful bidder prior to awarding the contract.

(c) Bids which are late, incomplete, submitted by facsimile or electronically, will not be accepted and use of correction fluid will render the bid non- responsive.

(d) The documents must remain intact and supporting document must be attached at the back of the bid document.

(e) Declaration pages must be fully completed and signed.

(f) Prices must include VAT where bidder is registered as vat vendor.

(g) The quotation price is to be in South African currency and must include value-added tax, where applicable, and must include disbursements.

(h) CoGTA will not be liable to reimburse any costs incurred by the contractor during the proposal process.

(i) The service provider:

i. Undertakes to act as an independent contractor in respect of the work.

ii. Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards.

iii. Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CoGTA.

(j) The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.

(k) The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.

(l) All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.

(m) Service providers bidding as a joint venture or consortium must submit an agreement signed by all parties.

STANDARD BID DOCUMENT CHECKLIST COMPLETED BY THE BIDDER

#	Requirement	Complied	
		Yes	No
A	Invitation to Bid (SBD1) fully completed		
B	Proof of registration on Centralised Supplier Database (If Not registered on CSD must do so before the award of the tender).		
C	Pricing Schedule (SBD 3.1) must be fully completed by the bidder.		
D	Bidders Disclosure (SBD 4) must be fully completed by the bidder.		
E	Preferential points Claim (6.1) must be fully completed by the bidder. Coupled with the portfolio supporting preference points claimed in a form of: A copy of the company registration document, Proof in support of disability from a medically recognised body and proof of membership from a recognised body (military veteran).		
F	JV / Consortium agreement each party must be registered on the Central Supplier Database		
H	Reference Letters in a client's letterhead, signed		
I	Proof of Address		

TERMS OF REFERENCE

BID STRATEGY

THE EASTERN CAPE DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA) SEEKS SERVICES OF EXPERIENCED AND CAPABLE SERVICE PROVIDERS TO SUPPLY, DELIVER GOODS AND SERVICES FOR DISASTER RELIEF FOR THE PERIOD OF THREE YEARS.

1. PURPOSE OF THESE TERMS OF REFERENCE

The purpose of these Terms of Reference (TOR) is to invite prospective and suitably qualified bidders to submit proposals for the appointment of a panel of service providers for the supply and delivery of goods and services for disaster relief in Alfred Nzo District for the period of three years.

This document details the scope of work for potential bidders required by the Department of Cooperative Governance and Traditional Affairs (COGTA). These TORs do not constitute an offer to do business with the Department, but merely serve as an invitation to the bidder(s) to submit proposals for the required scope.

2. BACKGROUND AND OBJECTIVES

The Province of the Eastern Cape is consistently threatened by hazards of both natural and technological origins. It is increasingly exposed to the devastating effects of a range of severe hydrometeorological events including severe storms; floods; tornadoes; drought and veld fires. The incidence of epidemic diseases of biological origin affecting humans and livestock has also shown an increase in recent years. Transportation accidents and hazardous material accidents continue to pose major challenges. Large numbers of rural people continue to migrate to urban areas to seek employment. In many instances, they have no alternative but to settle in unsafe environments which are extremely vulnerable to a range of threats including floods, waterborne diseases, and domestic fires. The after-effects of these hazards, often leave poor communities without basic resources including infrastructure, economic and social amenities. Sector departments have a responsibility to provide relief in line with their functions and disaster management centres are mandated to coordinate response efforts during incidents/disasters.

Section 35 of the Disaster Management Act, states that when a disaster occurs or threatening to occur, contingency plans and emergency procedures should be implemented. Furthermore, the Disaster Management Framework of 2005 under KPA 4 on disaster relief indicates that disaster management centres following significant events and/or events classified as disasters must ensure that relief measures are coordinated and equitably distributed. In addition to coordination, disaster management centres have a responsibility to support or augment the provision of relief by municipalities and sector departments. The main objective is to support disaster response under the control of the department and augment the provision of disaster relief by other sector departments and players in humanitarian response to disaster affected communities in the province.

3. DELIVERY PERIOD

3.1. The required goods and services must be delivered within 24 hours of request. However, due to the perishable nature of some items, successful service providers are encouraged to make deliveries as early as possible on receipt of an official order.

3.2. Failure to comply with the lead time will result in the automatic cancellation of the purchase order unless agreed otherwise with the Department.

3.3. The Department may, due to non-compliance to a delivery period, proceed to obtain the required goods from other contracted service providers on the list.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

4.1.1 The tax matters of the successful bidder must be in order, or satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

4.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.3 Bidders are required to be registered on the Central Supplier Database and the Department shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.4 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2 Procurement Legislation

CoGTA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulations of 2022.

4.3 Local Economic Development Procurement Framework

In its procurement processes, CoGTA employs contents of the Framework of Local Economic Development (LED) in line with Paragraph 2 of the Eastern Cape Provincial Treasury Instruction Note No. 7 of 2016/17, with the purpose of ensuring maximum retention of Provincial fiscal spend. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes. In so doing ensuring that at least 60% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province including SMMEs/ Qualifying Small Enterprises (QSEs).

5 TIMELINE OF THE BID PROCESS

The period of validity is 120 days, from date of tender closure.

The project timeframes of this bid are set out below:

Activity	Due Date
Compulsory Briefing Session Date	17/07/2024 at 10:00
Bid closing date	31/07/2024 at 11:00

Compulsory briefing session will be held at **Alfred Nzo District Municipality, Erf 1400, Ntsizwa Street, 4735.**

All dates and times in this bid are South African standard time.

6. CONTACT AND COMMUNICATION

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr. T.C. Nchukana	CONTACT PERSON	Ms. B. Aplom
TELEPHONE NUMBER	082 495 3153	TELEPHONE NUMBER	082 495 3153
E-MAIL ADDRESS	thembani.nchukana@eccogta.gov.za	E-MAIL ADDRESS	busisiwe.aplom@eccogta.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO			
CONTACT PERSON	Mr P Mabandla	CONTACT PERSON	Mr L Zandile
TELEPHONE NUMBER	071 604 3160	TELEPHONE NUMBER	072 428 5970
E-MAIL ADDRESS	philela.mabandla@eccogta.gov.za	E-MAIL ADDRESS	lwando.zandile@eccogta.gov.za

6.1. Enquiries should be made during normal office hours viz. 08:00 – 16:30 Monday to Thursday and 08:00 – 16:00 on Friday. Bidder(s) must reduce all telephonic enquiries to written and send to the above email addresses.

6.2. Any communication by the Bidder(s) with an official or a person acting in an advisory capacity for CoGTA in respect of this tender is not allowed between the closing date and the award of the bid.

6.3. Whilst all due care has been taken in connection with the preparation of this bid, CoGTA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. CoGTA, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

6.4. If Bidder(s) finds, or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CoGTA (other than minor clerical matters), the Bidder(s) must promptly notify CoGTA in writing of such discrepancy,

ambiguity, error or inconsistency in order to afford CoGTA an opportunity to consider what corrective action is necessary (if any).

6.5. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CoGTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

6.6. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

Bids submitted after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

8. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

9. FRONTING

9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct

business with the public sector for a period not exceeding ten years, in addition to any other remedies CoGTA may have against the Bidder / contractor concerned.

10. SUPPLIER DUE DILIGENCE

CoGTA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. SUBMISSION OF PROPOSALS

11.1. Proposals must be placed in the tender box situated at the Department's main entrance foyer at Tyamzashe Building, Phalo Avenue, Bisho OR couriered to the aforesaid address not later than ..... Bidders will have access to the tender opening register. No emailed documents will be accepted.

11.2. **Completed bid documents must be submitted in a sealed envelope (one envelope), clearly marked:**

"APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR DISASTER RELIEF IN ALFRED NZO DISTRICT FOR THE PERIOD OF THREE (3) YEARS"; TENDER NUMBER AND THE BIDDER'S NAME.

11.3. Bid documents will only be considered if received by CoGTA on or before the closing date and time, regardless of the method used to send or deliver such documents to CoGTA except for e- mails.

12. DURATION OF THE CONTRACT

Successful bidders will be appointed for a period of thirty-six (36) months.

13. SCOPE OF WORK

13.1 Supply and delivery of required goods and services for disaster relief to the affected communities based on the special conditions of the contract and affirmed in a Service Level Agreement to be signed with the department.

13.2 Supply and delivery of relief material as would be determined by the department.

14. MINIMUM REQUIREMENTS

The minimum requirements will involve the following:

14.1. Provide proof of financial viability in the form of any of the following:

- ✓ An overdraft facility with a minimum of R100 000 available from registered financial institution.
- ✓ Audited financial statements for those service providers that are compelled to have audited financial statements in terms of the Companies Act. In a case where the submitted financial statements are not audited (not compelled), the following information must be submitted for verification of the Public Interest Score Factors:
  - The average number of employees of the company during the financial year;
  - The total third-party liability of the company(creditors), at the financial year end (Full amount);
  - Total turnover during the financial year (Full amount);
  - Total number of individuals with a direct or indirect beneficial interest in the company e.g. Shareholders:
- ✓ An agreement confirming financial support from an accredited financial institution (guaranteed funding).
- ✓ Stamped Bank statement for the past 6 months confirming available funds of R100 000.

14.2. Proof of at least two (2) verifiable reference letters detailing relevant previous work done / services in a client's letterhead with contactable fixed line telephone must be submitted for consideration as part of the evaluation process performed within the past 5 years.

NB: Failure to comply with the above requirements will lead to the bid being regarded as non-responsive and will not be considered.

15. DELIVERABLES TO BE SUPPLIED DURING EMERGENCY

15.1. Non-perishable food items for designated emergency personnel (such as lunch packs consisting of water, energy drinks, energy bars, dried fruits, etc).

15.2. Provision of all-purpose canvas waterproof cloth (sizes to be determined on need).

15.3. Provision of hygiene packs and non-food items for homeless families.

15.4. And any other relief material which may be required by the department.

NB: A quotation with items listed on table 1 below must be submitted as per issued specifications in terms of quality, quantity, location, and stipulated timelines.

Table1: List of items proposed relief items pricing schedule.

Item No	Description	Unit of measure	Unit price	Total	% Local Production and Content
	HYGIENE PACKS				
1.	Non-perfumed Petroleum jelly, 750g	1			100%
2.	Toothpaste, 100ml	1			100%
3.	Box of 50 disposable surgical masks	1			100%
4.	70% Alcohol based sanitizer 1ltr	1			100%
5.	Sanitary towel, duo	1			100%
6.	Green Bar Soap, 500g	1			100%
7.	Washing powder, 2kg	1			100%
8.	Disposable baby/adult Nappies x40 (when required)	1			100%
9.	Single-ply toilet paper (x10 rolls)	1			100%
	Total Price for Hygiene packs			**R**	
	FOOD HAMPER FOR DISASTER VICTIMS				
1.	Tea bags (100's)	1			100%
2.	Brown sugar - 5kg	1			100%
3.	Sugar beans 1kg	1			100%
4.	Pilchards 400g	1			100%
5.	Cooking oil 2 litre	1			100%
6.	Maize meal 12.5 kg	1			100%
7.	Salt 500g	1			100%
8.	Samp 2.5kg	1			100%
9.	Soya Mince 1kg	1			100%

Item No	Description	Unit of measure	Unit price	Total	% Local Production and Content
10.	Rice 10kg	1			100%
11.	Still water 5 litres	1			100%
12.	Instant porridge 1 kg	1			100%
	Total price for food hamper			**R**	
	NON-PERISHABLE FOOD FOR EMERGENCY PERSONNEL				
1.	1.5 L Bottled Purified Still water	1			100%
2.	750 ml Energy drink	1			100%
3.	Energy Bar 62 g	1			100%
4.	Pack of Peanuts 150g	1			100%
5.	Tinned food (sweet corn 410g)	1			100%
	Bully beef 300g	1			100%
	Baked beans 410g	1			100%
6.	Eye drops (10ml)	1			100%
	Total price for non-perishable food for emergency personnel			**R**	
	NON-FOOD ITEMS				
1.	Rechargeable LED SOLAR light (small 15 watts)	1			100%
2.	25L water UV-resistant & BPA-free water container made of low-density polyethylene plastic.	1			100%
3.	Mattress, 910 Length x 1880 width x 125 mm thickness	1			100%

Item No	Description	Unit of measure	Unit price	Total	% Local Production and Content
4.	2 ply winter blankets with 200cm X 220cm dimensions	1			100%
	Total price for Non-food items			R	
	BUILDING MATERIAL				
1.	40m² all-purpose canvas waterproof cloth	1			100%
	Total price for building material			R	
	Total Bid Price			R	

NB: All food items to be supplied must meet government approved nutritional standards and non-food items must be SABS compliant where applicable. Bidders' prices must also include delivery cost(including on and off-loading).

The pricing index issued by Provincial Treasury must be considered to ensure pricing competitiveness.

16. SUPPORT, MONITORING AND REPORTING

The successful bidder will report to the Project Coordinator who is the designated contact officer of the Department of Cooperative Governance & Traditional Affairs responsible for the management of the contract.

17. EVALUATION AND SELECTION CRITERIA

CoGTA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following;

Administrative Requirements (Gate 0)	Technical / Functionality Evaluation Criteria (Gate 1)	Price and Preference Point (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met the minimum requirement of 70 points.

17.1. Gate 0: Administrative Requirements

Without limiting the generality of CoGTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification	
	YES / NO	REQUIRED EVIDENCE
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Pricing Schedule (SBD 3.1)	YES	Complete and sign the supplied pro forma document and attach your items pricing schedule.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1 **Supported by relevant portfolio of evidence in support of preference points claimed on SBD 6.1.**	YES NO	Complete and sign the supplied pro forma document. A copy of the company registration document, Proof in support of disability from a medically recognised body and proof of membership from a recognised body (military veteran).

		NB: Non-submission will lead to forfeiture of the relevant preference points.
Registration on Central Supplier Database (CSD)	**YES**	Bidders must be registered as a service provider on the Central Supplier Database (CSD) and on LOGIS. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor/supplier number. Submit proof of registration
Two (2) or more successfully completed similar projects with contactable and verifiable references in the past 5 years	**YES**	Provide proof of relevant assignments provided by your company in the form of reference letters on a client's letterhead with contactable fixed landline telephone /contact numbers and a contact person.
Financial Viability	**YES**	As outlined in sub-paragraph 14.1 (Minimum requirements)
Locality	**NO**	Service providers residing and operating within the Alfred Nzo District must provide proof of Municipal Bill / utility bill in the bidder's name or confirmation by Municipal Councillor or a valid lease agreement signed by both parties (Lessor and Lessee) in the bidder's name accompanied by the utility bill of the landlord.

17.2. Gate 1: Evaluation Criteria for functionality, out of 100 points

NO	ELEMENTS	REQUIRED EVIDENCE	WEIGHTS
1.	Relevant Experience / similar projects	▪ More than two (2) successfully completed similar projects with contactable and verifiable references in the past 5 years = 100% of 40	40
		▪ Two (2) successfully completed similar projects with contactable and verifiable references in the past 5 years = 80% of 40	
2.	Locality	▪ Service providers residing and operating within the district must provide proof of Municipal Bill / utility bill in the bidder's name or confirmation by Municipal	30

NO	ELEMENTS	REQUIRED EVIDENCE	WEIGHTS
		Councillor or a valid lease agreement signed by both parties (Lessor and Lessee) in the bidder's name accompanied by the utility bill of the landlord =100% of 30 ▪ Service providers who did not submit the proof of residence = 0% of 30 ▪ Service providers residing and operating outside Alfred Nzo District = 0% of 30	
3.	Financial Viability	As outlined in sub-paragraph 14.1 (Minimum requirements)	30
TOTAL			**100**
Minimum qualifying score			**70**

Only Bidders that have met the Administrative Requirement in (Gate 0) will be evaluated in Gate 1 Evaluation for functionality. Functionality will be scored as follows:

i. Functionality – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.

ii. The score must be equal or above 70 points in order to proceed to Gate 2 for Price and Preference Points Evaluation.

17.3. Gate 2: Price and Preferential Points Evaluation (80+20) = 100 points

Only Bidders that have met the 70-point threshold in Gate 1 will be evaluated in Gate 2. In terms of regulation 4 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

17.3.1. Stage 1 – Price Evaluation (80 Points)

This following formula will be used to calculate the points for price:

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

Where: Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

17.3.2. Stage 2 – Specific Goals (20 Points)

a. Specific Goals allocation

A maximum of 20 points may be allocated to a bidder for in accordance with the table below:

Specific Goals	**Number of Preference Points**
HDI	6
Women	4
Youth	4
Disability	3
Military Veteran	3
Total Points	20

Preference points will be allocated to bidders on submission of the following set of documentation or evidence in support of preference claimed on disability and military veterans:

- Company registration document.
- A proof in support of disability from a medical recognised body;
- A proof of membership with a recognised military veteran body.

A completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) must be submitted.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. CoGTA will accept agreements signed by both parties as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Points scored will be rounded off to two decimals.

18. PRICE NEGOTIATION

18.1 Prices shall be reviewed and aligned annually, taking into consideration the provincial price index and market considerations.

18.2 Prices will be negotiated based on the average or median as part of the service level agreement to be signed.

19. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

19.1. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CoGTA is prepared to enter into a contract with the successful Bidder(s).

19.2. The bidder submitting the General Conditions of Contract to CoGTA together with its bid, duly signed by an authorised representative of the bidder.

20. SPECIAL CONDITIONS OF THIS BID

20.1. The quotation price is to be in South African currency and must include value-added tax, where applicable, and must include disbursements.

20.2. CoGTA reserves the right not to accept any of the submitted bid proposals. The lowest, or only bid proposal, will not necessarily be accepted.

20.3. CoGTA will not be liable to reimburse any costs incurred by the contractor during the proposal process.

20.4. Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.

20.5. The service provider:

20.5.1. Undertakes to act as an independent contractor in respect of the work.

20.5.2. Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards.

20.5.3. Shall, in all professional matters, act as a faithful adviser to the COGTA.

20.5.4. Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.

20.5.5. Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, inter alia, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/her satisfaction.

20.5.6. Shall attend meetings with officials whenever required to do.

20.5.7. Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CoGTA.

20.6. All documents, database or any other material in any format prepared by the Service Provider in relation to the work shall be delivered to CoGTA immediately upon the CoGTA's request.

20.7. The Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.

20.8. The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.

20.9. The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.

20.10. No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted.

20.11. All the submitted documents must be completed in full and signed where necessary.

20.12. All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.

20.13. Completed bid documents must be submitted in a sealed envelope (one envelope).

20.14. Service providers bidding as a joint venture or consortium must submit an agreement signed by all parties.

21. CoGTA reserves the right:

21.1.1. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

21.1.2. To accept part of a tender rather than the whole tender.

21.1.3. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

21.1.4. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

CoGTA reserves its right to disqualify any bidder who either itself or any of whose members or directors:

22.1. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

22.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

22.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CoGTA's officers, directors, employees, advisors or other representatives;

22.4. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

22.5. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

22.6. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

22.7. has in the past engaged in any matter referred to above; or

22.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CoGTA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, CoGTA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds CoGTA harmless from any and all such costs which CoGTA may incur and for any damages or losses CoGTA may suffer.

25. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CoGTA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. CoGTA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CoGTA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. CoGTA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CoGTA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CoGTA remain proprietary to CoGTA and must be promptly returned to CoGTA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

Throughout this bid process and thereafter, bidder(s) must secure CoGTA's written approval prior to the release of any information that pertains to the potential work or activities to which this bid relates or the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process.

31. COGTA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CoGTA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

32. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this tender, CoGTA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

END USER: 26.06.2024 **DATE**

CHAIRPERSON: BID SPECIFICATION COMMITTEE 26 June 2024 **DATE**

RECOMMENDED / ~~NOT RECOMMENDED~~

PP **MR. S. MATHUMBU** 26/06/2024 **DATE**
DIRECTOR: SUPPLY CHAIN MANAGEMENT

RECOMMENDED / ~~NOT RECOMMENDED~~

MS. K. P. SHINTA 26/06/2024 **DATE**
CHIEF FINANCIAL OFFICER

APPROVED / NOT APPROVED

MR. V. MLOKOTHI 28/06/2024 **DATE**
ACTING HEAD OF DEPARTMENT
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS