



civilian secretariat for police service

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

CSPS03/2018-2019: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PARTNERSHIP STRATEGY & FRAMEWORK FOR THE INTERSECTORAL COORDINATION & STRATEGIC PARTNERSHIPS (ICPS) OF THE DEPARTMENT CIVILIAN SECRETARIAT FOR POLICE SERVICE



**civilian secretariat
for police service**

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

Private Bag X922, PRETORIA, 0001 Van Erkom Building, Van Erkom Arcade, 7th Floor, 217 Pretorius Street
PRETORIA, Tel: (012) 393 2500/2/3, Fax (012) 393 2536/8, WEB: www.nationalsecretariat.gov.za

YOU ARE HEREBY INVITED TO BID TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE

BID NUMBER: CSP03/2018-2019
CLOSING TIME: 11:00

CLOSING DATE: 14 JANUARY 2019

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find SBD1, SBD2, SBD3.3, SBD4, SBD6.1, SBD8, SBD9, General Contract Conditions (GCC) and Terms of Reference (TOR).
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms **must** be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **Failure to complete and sign SBD1, SBD3.3, SBD4, SBD8, and SBD9 will automatically disqualify your bid.**
5. The bid **must be deposited into the tender box** situated in the entrance of the Civilian Secretariat for Police Service, 217 Pretorius Street, Van Erkom Building, Van Erkom Arcade, 7th Floor, 217 Pretorius Street, Pretoria
6. **COMPULSORY BRIEFING SESSION**
VENUE: 8TH Floor Boardroom, Van Erkom Building, 217 Pretorius street, Pretoria
Date: 13 December 2018
Time: 10:00 am

Yours faithfully

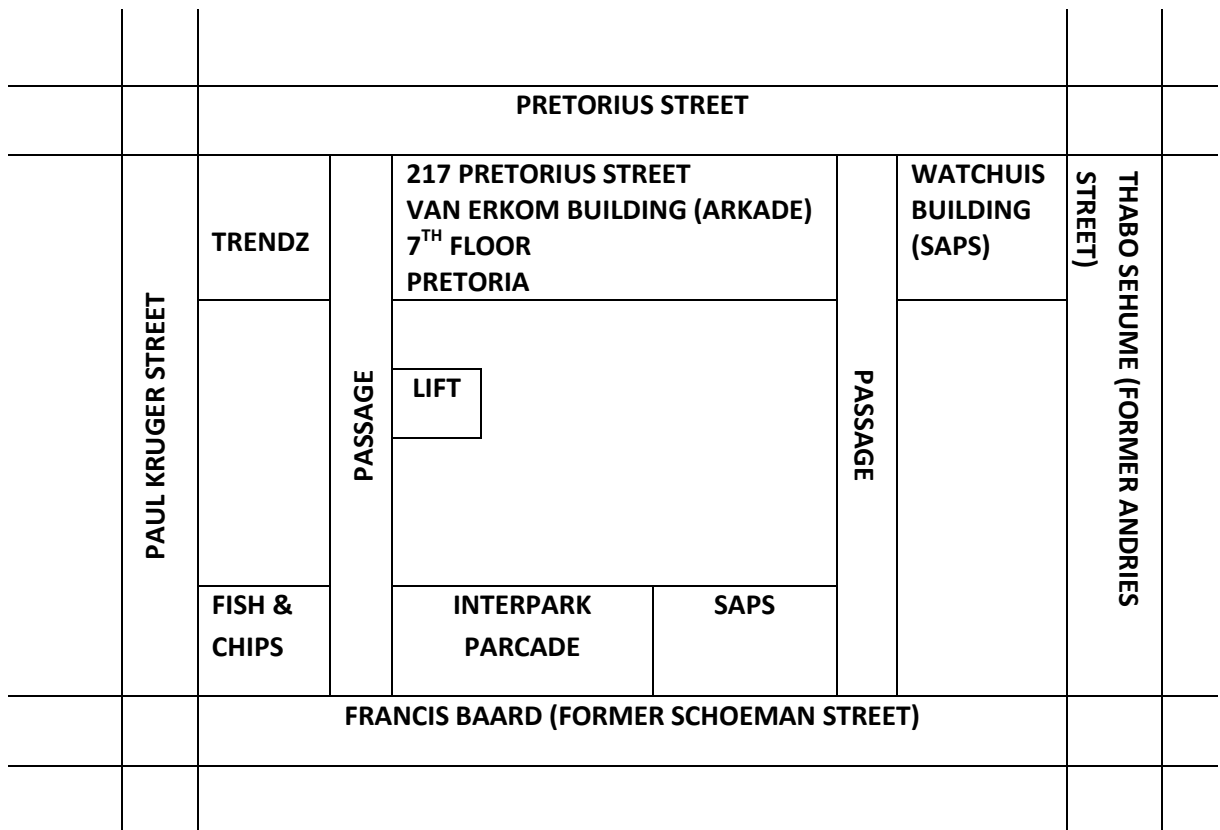
MR K.R SEBE
DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT
DATE:

A. BACKGROUND

The Civilian Secretariat for Police Service (CSPS) is an institution responsible for conducting civilian oversight over the police service. The CSPS derives its mandate from the Constitution of the Republic of South Africa, Act 108 of 1996. The CSPS operates directly under the Minister of Police.

Civilian Secretariat for Police Service is situated at:

217 Pretorius Street
 Van Erkom Building
 7th Floor
 Pretoria
 0001



B. SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CIVILIAN SECRETARIAT FOR POLICE SERVICE					
BID NUMBER:	CSPS03/2018-2019	CLOSING DATE:	14 January 2019	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PARTNERSHIP STRATEGY & FRAMEWORK FOR THE INTERSECTORAL COORDINATION & STRATEGIC PARTNERSHIPS (ICPS) OF THE DEPARTMENT CIVILIAN SECRETARIAT FOR POLICE SERVICE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CIVILIAN SECRETARIAT FOR POLICE SERVICE					
VAN ERKOM BUILDING, VAN ERKOM ARCADE, 7TH FLOOR					
217 PRETORIUS STREET					
PRETORIA, 0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. B Ntuli
CONTACT PERSON	Ms L. Mokoena/ Mr M Ralinala or Ms V Magcuntsu	TELEPHONE NUMBER	012 321 0638
TELEPHONE NUMBER	012 321 0638	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Benjamin.Ntuli@csp.gov.za
E-MAIL ADDRESS	Lena.mokoena@csp.gov.za /Vuyiswa.Magcuntsu@csp.gov.za		

C. SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel\Mdk416-SBD2 tax clearance

D. SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: CSP03/2018-2019
CLOSING TIME 11:00	CLOSING DATE: 14 JANUARY 2019

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

1. The accompanying information must be used for the formulation of proposals.

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

DETAILS DESCRIPTION	COSTS (excluding VAT)
Item	
Pre Drafting Phase, approval of work plan	
Consultation with stakeholders	
Drafting	
Draft -final report	
(Final Report) Submission and approval of the delivery of final documentation with agreed changes (incorporating comments), strategy implementation rollout, presentations ,project closeout and handover	
Total before VAT	
VAT (if registered, attach proof)	
Total (including VAT)	

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

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

3. Are the rates quoted firm for the full period of contract? *YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE CIVILIAN SECRETARIAT FOR POLICE SERVICE
PRIVATE BAG X922
PRETORIA
0001

Bid administration enquiries

Mr. M. Ralinala/ Ms. V Magcuntsu/ Ms. LN Mokoena

Tel: (012) 321 0638

Or for technical information –

Mr. B Ntuli

Tel: (012) 321 0638

E. SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company(director, trustee ,shareholder²):.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or

business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

the evaluation and or adjudication of this bid?
 2.9.1 If so, furnish particulars.

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

F. SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

G. SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

H. SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

I. GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law

- 31. Notices
- 32. Taxes and duties

1. DEFINITIONS

1.1. The following terms shall be interpreted as indicated:

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

1.3. "**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.

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

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

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

1.7. "**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.

1.8. "**Day**" means calendar day.

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

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

1.11. "**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.

1.12. "**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.

1.13. "**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.

1.14. **“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.

1.15. **“GCC”** means the General Conditions of Contract.

1.16. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

1.17. **“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.

1.18. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

1.20. **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.

1.21. **“Project site,”** where applicable, means the place indicated in bidding documents.

1.22. **“Purchaser”** means the organization purchasing the goods.

1.23. **“Republic”** means the Republic of South Africa.

1.24. **“SCC”** means the Special Conditions of Contract.

1.25. **“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.

1.26. **“Written”** or “in writing” means handwritten in ink or any form of 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.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

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:

7.3.1. 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

7.3.2. 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 is 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 Energy Board concerned.

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

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

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

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the

substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. PACKING

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. DELIVERY OF DOCUMENTS

10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2. Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

a.performance or supervision of on-site assembly and/or commissioning of the supplied goods; b.furnishing of tools required for assembly and/or maintenance of the supplied goods; c.furnishing of a detailed operations and maintenance manual for each appropriate

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

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

14. SPARE PARTS

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

- a. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- b. in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

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

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

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

15.5. 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.

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

16. PAYMENT

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. PRICES

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

18. CONTRACT AMENDMENTS

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 SUPPLIERS 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 local authorities.

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b. If the Supplier fails to perform any other obligation(s) under the contract; or
- c. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the

other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
a.the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b.the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

28.1. 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.

28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.

J. TERMS OF REFERENCE

CSPS03/2018-2019: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PARTNERSHIP STRATEGY & FRAMEWORK FOR THE INTERSECTORAL COORDINATION & STRATEGIC PARTNERSHIPS (ICPS) OF THE DEPARTMENT CIVILIAN SECRETARIAT FOR POLICE SERVICE DEPARTMENT

1. PURPOSE

The purpose of these terms of reference is to appoint a service provider to develop a Partnership Strategy & framework for Civilian Secretariat for Police Service.

2. BACKGROUND

2.1 The Civilian Secretariat for Police Service (hereinafter referred to as the Department) is to implement a partnership strategy & framework to mobilize role players and stakeholders to strengthen service delivery by the Police Service to ensure the safety and security of communities. Hence, the need for the development of the Partnership Strategy & framework for the Civilian Secretariat for Police Service.

2.2 Through such a Partnership Strategy & framework, the CSPS will enter into either memoranda of understanding or agreement or both, in consultation with the Minister, with civilian oversight bodies and other parties and engage such bodies and parties to strengthen co-operation between the various role-players, stakeholder and partners; develop at least one civil society reference group who would together with Partnerships unit, recommend steps to improve service delivery and police effectiveness; facilitate and implement intergovernmental co-operation on safety; conduct on-going interaction with citizens in the manner

contemplated by this Act; enhance the quality of and accessibility of Safety programmes through improved participation by the community; encourage national dialogue on crime prevention; facilitate pro-active and interventionist models in communities; co-ordinate efforts to deal with challenges faced by the police service as requested by the Minister; develop frame works and strategies to ensure uniformity, accountability and enhancement of community police forums and associated structures.

3. LEGISLATIVE FRAMEWORK

- 3.1 South African Interim Constitution (Background)
- 3.2 South African Constitution
- 3.3 White Paper on Policing Policy
- 3.4 White paper on Safety and Security
- 3.5 Civilian Secretariat for Police Act and Regulations and Policies
- 3.6 South African Police Act (1995) and South African Police Service Interim Regulations for Community Police Forums & Boards (2001)
- 3.7 National Development Plan
- 3.8 The Municipal System Act, (2000)
- 3.9 Community Policing Forum Policy

4. OBJECTIVES AND SERVICES REQUIRED

- 4.1 The objective of the service is to develop a Partnership Strategy & framework for CSPS in general and for the Partnership unit in particular. In an effort to develop such a Strategy, the Service provider will have to take note of the legislative frameworks and policies cited above.

- 4.2 The Partnership strategy & framework of CSPA therefore should consider the wider role of the CSPA as well as the significance of the Partnership Directorate the Inter-sectoral Coordination and Strategic Partnerships.
- 4.3 The strategy will allow CSPA through it's the Partnerships unit to engage with civil society bodies and related stakeholders to strengthen co-operation between the various role-players in the policing environment. The partnerships strategy will also allow the ICSP to establish reference bodies to work with towards the fight against social crime, which should results in the social crime prevention and reduction in crime in line with the spirit and letter expressed in the National Development Plan (NDP).These reference groups in turn will assist in coming with recommendations to improve service delivery and police effectiveness. This will facilitate the implementation of intergovernmental co-operation in social crime prevention initiatives.

5. SCOPE OF WORK

- 5.1 The service provider will develop a partnership strategy & framework that is aligned to the strategic objectives of Civilian Secretariat for Police Service through the following:
- 5.1.1 Engagements with the Intersectoral Coordination & Strategic Partnerships which is responsible for managing and encouraging national dialogue on community safety and crime prevention and for contributing towards creating a safe and secure environment through ongoing partnerships with stakeholders, and includes the following directorates:
- Intergovernmental
 - Civil Society
 - Public Private Partnerships
 - Community Outreach
- 5.1.2 Interview all entities reporting to the Minister of Police Business Units, Independent Police Investigative Directorate, South African Police Service, and

Civilian Secretariat for Police Service, DNA Board, Firearm Appeal Board, the Office of the DPCI Judge for the Directorate for Priority Crime Investigation, Security Industry Regulatory Authority.

- 5.1.3 Benchmarking with other Departments on developing of partnership strategy and framework, Cogta, Salga, Defense, DSD, Correctional Service, Home Affairs, International Relations & Cooperation etc.
- 5.1.4 Benchmark with similar Departments/Institutions Internationally.
- 5.1.5 Further engagement with Civil Society formations
- 5.1.6 Must ensure that there are no conflicts of roles with other business units on the envisaged partnership & frameworks.
- 5.1.7 Provincial Community Police Forums and Community Safety Forums should be consulted to determine their views on the role envisaged in the Partnership Strategy & framework.

6. DURATION

The duration for the project will be a period of six (6) months and shall commence upon the issuing of the appointment letter and a purchase order.

7. DELIVERABLES / OUTPUT

- 7.1 A detailed Partnership Strategy & framework to guide and inform the Department and its stakeholders.
- 7.2 Present a complete report of their Partnership & framework for the CSPA
- 7.3 Present implementation Plan on Partnership Strategy & framework

8. SERVICE LEVEL AGREEMENT

- 8.1 Sign a Service Level Agreement with CSPA on the following:
- 8.2 Ensure how efficiency and effectiveness of the project will unfold and the backup to ensure that the project is realizable within the given time frames

8.3 The service provider must deliver a final Partnership Strategy & framework.

9. INTELLECTUAL PROPERTY

9.1 The Department will own all copyrights and other intellectual Property rights in everything developed for purposes of this project during the course of an engagement, including systems, all reports, models, and written advice.

9.2 The information generated during the research process; presentations; research reports and etc. will be intellectual property of the Department and the Service Provider will not disclose such documents to any third party without the written consent of the Department.

9.3 The bidder will not modify any information obtained from Department and its stakeholder, merge it with any other information, use it for any commercial purpose or do any other things that may in any manner affect the integrity, security or confidentiality of such information.

9.4 No agreement in respect of the transfer of the intellectual property will be of any force and effect, unless reduce to in writing.

10. GENERAL AND SPECIAL CONDITION

10.1 The General Conditions of Contracts (GCC) as set out by the National Treasury will be applicable in all instances. A copy is attached to the bid documents. The general condition is available on the National Treasury website (www.treasury.gov.za).

10.2 The special conditions shall include the following:

10.2.1 The bidder will ensure transfer skills to CSPA relevant staff.

10.2.2 The bidder shall treat all information supplied by the CSPA as confidential and will not disclose any of such confidential information to any other person/or institution (third party).

11. MANAGEMENT AND REPORTING

- 11.1 The service provider shall submit a project plan to the Department. This plan shall be agreed upon between the service provider and the Department within fourteen (14) days of the signing of this agreement.
- 11.2 CSPS, its Stakeholders and the bidder will meet on monthly basis to evaluate the performance of the service provider; and
- 11.3 Submit progress report in writing which will include the following:
- 11.3.1 Details of progress report of deliverables
 - 11.3.2 The bidder shall submit monthly, draft and final reports.
 - 11.3.3 Costs incurred;
 - 11.3.4 Problems encountered and proposed remedial actions
- 11.4 The bidder will report and will deliver a draft and final of the Partnership Strategy & framework to the **Chief Director: Partnerships.**
- 11.5 The bidder shall commence work as soon as practicable after the effective date of the Agreement.
- 11.6 The Department and all relevant stakeholders shall provide relevant support documents to the bidder consultant as required.
- 11.7 The bidder can propose the overall working method plan in the submission inclusive of workshops.
- 11.8 A hard copy of all work prepared and final approved report along with a Microsoft Word electronic copy shall be submitted to:
- Civilian Secretariat for Police Service
- Van Erkom Arcade
- 217 Pretorius Street

Pretoria

Email: Benjamin.Ntuli@csp.gov.za

And shall be marked for the attention of **Mr. SB Ntuli**

12. PAYMENT

12.1 The following payment schedule will be used for this service;

Item	Percentage
Pre Drafting Phase, approval of work plan	5%
Consultation with stakeholders	10%
Drafting	15%
Draft-final report	25%
Final Report (Submission and approval of the delivery of final documentation with agreed changes (incorporating comments), strategy & framework implementation rollout, presentations project closeout and handover)	45%

12.2 No advance payment will be made to the bidder.

12.3 Payments shall only be processed upon the satisfactory delivery of the service in accordance to this bid and its service level agreement.

12.4 The Department will pay the bidder within 30 days of receiving an invoice, provided the Department is satisfied with the Services performed. Should the Department query an invoice; the 30 days period will run from the date upon which the query has been resolved;

- 12.5 Payment to the bidder will be done by means of electronic bank transfers for services rendered satisfactorily; and
- 12.6 All invoices payable will be inclusive of value-added tax (VAT).
- 12.7 Total cost shall be fixed for the duration of the contract
- 12.8 The bidder will as a rule not be entitled to claim for travel and subsistence expenses. If travel and subsistence are applicable, such charges must be included into the bid price

12. PENALTIES

12.1 Subjected 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 department 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 delay until actual delivery or performance. The department may also consider termination of the contract pursuant to GCC Clause 23.

13. PROFILE OF CONSULTANT FIRM

- Brief company profile, as relevant to the above mentioned Terms of Reference.
- At least 3-5 years' experience in the relevant areas, e.g. framework, strategy specialists, change and project management and partnership management
- Proven experience in partnership management and relevant areas in the public service and safety and security sector
- A Concept Paper for conducting of exercise, including methodology including document analysis, qualitative and quantitative data collection and analysis including any survey methods and interviews, etc.
- CV/Resumes of all team members, highlighting experience relevant to the project. Individual CVs should not exceed 4 pages along with confirmation that

the proposed team members will in fact be available to undertake this exercise at the appropriate time.

- Contact details of at least three references from among recent clients.
- Certificate of incorporation / legal status.
- Financial proposal.

14. QUALIFICATIONS AND SKILLS REQUIRED

The bidder must ensure that the Project Manager has post graduate degree in the field that includes the development of frameworks, strategy, change, project management and partnerships and at least 5-10 years' experience in drafting and working relationship in public sector, safety and security sector.

15. BID AWARD CONDITIONS

- 15.1 Bidders must submit bid proposals that respond to all requirements specified in the Terms of Reference of the bid. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 15.2 Original bid proposal and one copy of the bid proposal must be submitted.
- 15.3 Written price quotation (document must be on the letterhead of the company).
- 15.4 The recommended bidder shall be subjected to the security clearance process. Only bidder who is cleared during the security clearance process shall be considered for appointment.
- 15.5 The Department reserves the right to award the bid to one or more service providers.
- 15.6 The Department reserves the right to award the bid in whole or partially.
- 15.7 The highest scoring bidder(s) shall be expected to present their proposals to the Bid Evaluation Panel in line with the specified criteria.
- 15.8 Through conducting reference checks bidders shall be disqualified if found to have misrepresented information in their bid proposals.

15.10 The successful bidder(s) shall enter into agreement with the Department.

16. EVALUATION OF THE BID

16.1 The bid proposals shall be evaluated in accordance with the 80/20 principle.

The evaluation shall be conducted as follows:

- 16.1.1 Phase One: Administrative Compliance;
- 16.1.2 Phase Two: Technical Proposal;
- 16.1.3 Phase Three: Presentation by Highest Scoring Bidder(s);
- 16.1.4 Phase Four: Price and BBBEE Status Level Contributor.

EVALUATION CRITERIA

Phase One - Administrative Compliance	
<p>Bidders must submit the following:</p> <p>DOCUMENTATION</p> <ul style="list-style-type: none"> • Proof of registration as a CIPC (Previously known as CIPRO)/ Certificate of incorporation / legal status. • Completed and signed all compulsory Standard Bidding Documents (SBD 1, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD 9) • Suppliers summary report obtained from National Treasury Central Suppliers Database (CSD) • CV of the Project Manager with at least minimum of three contactable references. • Company profile. • Valid quotation on the Company’s letter head (Financial Proposal). 	

Phase Two - Technical Proposal (Functionality)	100
<p>1. Experience in the provision of the Services.</p> <ul style="list-style-type: none"> • To be strictly assessed ONLY on the basis of the listed experience. • To provide CV of the Project Manager 	

Phase Two - Technical Proposal (Functionality)		100
<ul style="list-style-type: none"> Companies are required to provide proof that they have facilitated / performed similar projects accompanied by correspondence from references proving that such project was executed as well as three (03) minimum contactable references. <p>Points shall be allocated as follows:</p>		
1.1 Company experience (a) 3 years or above to 5 years – (10 Points) (b) 5 years or above 10 years – (20 Points) (c) 10 years and above – (30 Points)	30	
1.2 Project Manager experience (a) 5 years or above to 10 years- (5 Points) (b) 10 years or above 15 years- (10 Points) (c) 15 years and above- (20 Points)	20	
2. Qualifications Post graduate degree in the field that includes the development of frameworks, strategy, change, project management and partnerships.		20 Points
3. Project Methodology: (a) General approach planned methodology and proposed activities in the undertaking of the project. (points) –(10 Points) (b) Details of previous projects of similar significance in the development of frameworks, strategy, change, project		30

Phase Two - Technical Proposal (Functionality)	100
management and partnerships management. (points) (20 Points) (c) Sound Project plan with final outputs and identified timeframes. (30 Points)	

Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.

Phase Three – Presentation by Bidders who have scored 70 points and above	100
<ul style="list-style-type: none"> • Project Management Approach (as defined under functionality criteria) 30 • Experience related to framework, strategy specialists, change and project management and partnership management 50 • Price Proposal (breakdown of price proposal) as per bid requirements 20 	

Bidders must score a minimum of 70 points on presentation. Bidders who score less than 70 points for Presentation shall be disqualified and shall not be subjected to further evaluation.

Phase Four – Price and BBBEE Status Level Contributor	100
(NB: Pricing must be done in line with the provided template for the Service Fee Structure labeled as:	
Price	80

BBBEE Status Level of Contribution	20
TOTAL	100

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

A bidder who qualifies as an EME in terms of the B-BBEE Act must submit an original or certified copy or original sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating accredited by SANAS.

17. PRICE SCHEDULE

DETAILS DESCRIPTION	COSTS (excluding
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	VAT)
Item	
Pre Drafting Phase, approval of work plan	
Consultation with stakeholders	
Drafting	
Draft -final report	
(Final Report) Submission and approval of the delivery of final documentation with agreed changes (incorporating comments), strategy implementation rollout, presentations ,project closeout and handover	
Total before VAT	
VAT (if registered, attach proof)	
Total (including VAT)	

The bidder will as a rule not be entitled to claim for travel and subsistence expenses. If travel and subsistence are applicable, such charges must be included into the bid price.

18. COMPULSORY BRIEFING SESSION

A “compulsory briefing session” for all potential bidders will be held on:

Date: 13 December 2018

Time: 10:00 am

Venue: Civilian Secretariat for Police Service, Van Erkom Building, Van Erkom Arcade, 7th Floor, 217 Pretorius Street Pretoria 0001

19. ENQUIRIES

For more information please contact the following persons:

Technical Enquiries:

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012) 321 0638

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(SCM) Bid Enquiries:

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