



RFB NUMBER:	CBRTA/HO/0048
DESCRIPTION:	REQUEST FOR BID: TO PROVIDER SOCIO-ECONOMIC IMPACT ASSESSMENT (SEIA) FOR THE OPERATOR COMPLIANCE ACCREDITATION SCHEME
PUBLISH DATE:	20 JULY 2018
VALIDITY PERIOD:	120 DAYS FROM CLOSING DATE
COMPULSORY BRIEFING SESSION	01 AUGUST 2018 TIME 11H00
CLOSING DATE:	15 AUGUST 2018
CLOSING TIME:	14H00
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	CBRTA Head Office 138 Frikkie De Beer Street, Glen Manor Office Park, Building Three Menlyn Pretoria (Bid Box at Reception)
ATTENTION:	Supply Chain Management
NB: Bidders must ensure that they sign the register at the reception when delivering their bids	

BIDDER NAME: _____



- Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.
- The C-BRTA reception is accessible 8.5 hours a day, (07h30 to 16h00); 5 days a week (Monday to Friday).
- Bidders must ensure that they **sign the register** at the reception when delivering Bids.
- Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (**NOT TO BE RE-TYPED**)

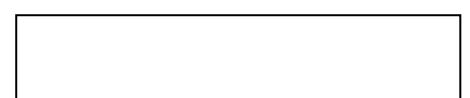
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

**1
BIDDING STRUCTURE**

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	



If Joint Venture or Consortium, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following: <i>(To be completed for each JV/ Consortium member)</i>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	



If using subcontractors, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
Name of subcontractor	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	



TABLE OF CONTENTS FOR RFB: CBRTA/HO/0048

- 1. CHECKILIST OF DOCUMENTS TO BE SUBMITTED**
- 2. CONDITIONS AND UNDERTAKINGS BY BIDDER**
- 3. BID CONDITIONS**
- 4. GENERAL CONDITIONS OF CONTRACTS**
- 5. TERMS OF REFERENCE**

ANNEXURES:

ANNEXURE A: SBD 1 - INVITATION TO BID

ANNEXURE B: SBD 2 – TAX CLEARANCE REQUIREMENTS

ANNEXURE C: SBD 3.2. PRICING SCHEDULE

ANNEXURE D: SBD 4 - DECLARATION OF INTEREST

**ANNEXURE E: SBD 6.1 – PREFERENCE CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATION 2017**

ANNEXURE F: SBD 7 - CONTRACT FROM

ANNEXURE G: SBD 8 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

**ANNEXURE H: SBD 9 - DECLARATION OF BIDDERS PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**



1. Checklist of documents to be submitted:

Please tick in the relevant block below

YES NO

 One original Bid document suite with two copies

Please ensure that the following compulsory documents are completed / attached:

YES NO

 Proof of registration with Central Supplier Database (CSD) or proof registration with CSD in progress . CSD registration can be done at www.csd.gov.za

 Completed Bid Conditions

 Signed General Condition of Contract

 Completed SBD 1: Invitation to Bid

 Completed SBD 3.3: Pricing schedule

 Completed SBD 4: Declaration of interest

 Completed SBD 6.1.: Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 (attach BBBEE Certificate)

 Completed SBD 7.2: Contract Form

 Completed SBD 8: Declaration of Bidder Past Supply Chain Management Practices

 SBD 9: Certificate of Independent Bid Determination



Kindly take note that:

- 1. Should all of these documents not be included and or fully completed, the bidder WILL be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all other companies that are involved in the Bid in case of a consortium.**

Signed

Name in Print

Capacity

Date



2. Conditions and Undertakings by Bidder

- **The Bid forms should not be retyped, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- Black ink should be used when completing Bid documents.
- Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. CBRTA will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to CBRTA on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by CBRTA during the validity period indicated and calculated from the closing hour and date of the Bid;
- the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this bid?

Name of Bidder [company name] (in block letters)

Postal address (in block letters)



Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

Telephone Number: Fax Number:

Cell Number:

3. Bid Conditions

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

It is mandatory for the bidders to comply with the all bid conditions indicated as follows.

- A "√" under "Comply" will be interpreted as full compliance / acceptance to the applicable paragraph.
- A "√" under "Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph and will be disqualified.
- A "√" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly. Note: **If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply" and will be disqualified.**

The following bid conditions will govern the contract between the C-BRTA and the successful bidder:

Requirement	Comply	Partial Comply	Not Comply
3.1. Bidders are invited to offer the Services in accordance with the attached			



Specifications and the conditions within this document.			
3.2. Successful Bidder/s will be contracted to procure the Services for a period to be agreed after which CBRTA reserves the right to review and extend the contract for further period/s at the CBRTA discretion.			
3.3. The fees will be negotiated.			
Interpretation of requirements	Comply	Partial Comply	Not Comply
3.4. The Bidder/s shall accept CBRTA interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and CBRTA. Should any dispute arise as a result of this Bid and / or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and CBRTA, it shall be dealt with in terms of General Conditions of Contract of this document.			
3.5. Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this Bid, the Bid conditions shall take preference.			
Documentation	Comply	Partial Comply	Not Comply
3.6. Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.			
3.7. Bidder's name and address should clearly appear on the outside of Bid documents and on envelope.			
3.8. Acceptance of any Bids will only indicate, without any obligations on the part			



of either CBRTA and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.			
3.9. CBRTA reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.			
3.10. The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to CBRTA and not necessarily on the basis of lowest price or any other criteria.			
3.11. Should CBRTA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so requires.			
3.12. Should CBRTA consider it necessary, CBRTA will visit the Bidder/s customer sites.			
3.13. CBRTA reserves the right:			
3.13.1. to cancel this Bid at any time;			
3.13.2. not to accept any Bids;			
3.13.3. to accept one or more Bids for further negotiation and;			
3.13.4. to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.			
Copyright	Comply	Partial Comply	Not Comply
3.14. The specifications are the intellectual property of CBRTA.			
3.15. The contents of any specifications are the property of CBRTA and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.			
Precedence	Comply	Partial Comply	Not Comply
3.16. All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.			
3.17. If there is any contradictory requirements between the specifications, the drawings referred to and other specifications			



that have been quoted, the order of precedence, from highest to lowest is: <ul style="list-style-type: none"> • Statutory and mandatory requirements, • This bid document, • Contract Conditions. 			
Alternative suppliers	Comply	Partial Comply	Not Comply
3.18. The Bidder accepts that the CBRTA will have the right to contract with any other Service Provider for provision of services not covered by this specification.			
3.19. Bidder must also submit: A written statement to the specification of CBRTA by the bidder, that none of his shareholders, personnel and partners have any involvement or writing the specification of this bid.			
Submission of Bid	Comply	Partial Comply	Not Comply
3.20. CBRTA will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as previously described.			
Service approval	Comply	Partial Comply	Not Comply
3.21. The Procuring of the Services shall not take place until CBRTA has given final approval of all procedures.			
Additional Criteria	Comply	Partial Comply	Not Comply
3.22. CBRTA will evaluate the bids against the following criteria: <ul style="list-style-type: none"> • Compliance to the Specifications/ Functionality • Price • BBEE • Compliance to Bid Conditions 			
Broad Based Black Economic Empowerment	Comply	Partial Comply	Not Comply
3.23. CBRTA has established a programme of economic empowerment in its			



procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will for an important part of the evaluation criteria to be used. CBRTA reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.			
Addenda	Comply	Partial Comply	Not Comply
3.24. In the event that modifications, clarifications or additions which will form addenda to the RFB become necessary, all Bidders will be notified, in writing.			
Preparation Costs	Comply	Partial Comply	Not Comply
3.25. All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with the Bid will become CBRTA property unless otherwise stated by the Bidder/s at the time of submission.			
Confidential Material	Comply	Partial Comply	Not Comply
3.26. Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.			
Payment Terms – Local Creditors	Comply	Partial Comply	Not Comply
3.26. Payments of invoices will be effected within 30 days of receipt of a correct and original invoice.			
3.27. Invoices and statements should be submitted after CBRTA has acknowledged receipt of the services procured or goods supplied.			



Please note and accept the following clauses of CBRTA conditions and Procedures governing the Procurement of Services.

3.28. Contract Negotiations

The C-BRTA, together with the successful Bidder, will work out the service levels indicating activities, staff, logistics and reporting, as per the Master Service Agreement (MSA). The agreed program and service levels will then be incorporated in the “Support Services SOW” and will form part of the agreement.

3.29. Awarding the Bid

The C-BRTA reserves the right to award to one or more Bidders. All Bidders will be notified of the Bid Outcomes after final award.



3.30. Contract Termination

A contract/s with a successful Bidder/s may be terminated by the CBRTA on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The CBRTA, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the CBRTA and the successful Bidder. In this instance the CBRTA shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

3.31. Dispute Resolution

3.31.1. All disputes arising out of this Bid or relating to the legal validity of this Bid or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 3.31.3; failing which
- Mediation, in terms of paragraph 3.31.4; failing which
- Arbitration, in terms of paragraph 3.31.6.

3.31.2. In the Paragraph Clause 3.31.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 3.31.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

3.31.3. Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, a statement confirming that the dispute has been resolved.

3.31.4. If negotiation in terms of paragraph 3.31.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.31.5. The periods for negotiation (specified in paragraph 3.31.3) or for referral of the dispute for mediation (specified in paragraph 3.31.4.), may be shortened or lengthened by written agreement between the parties.

3.31.6. In the event of the mediation contemplated in paragraph 3.31.3 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.31.7. A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.31.8. At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.



3.31.9. The arbitration shall be held at Sandton, South Africa, in English.

3.31.10. The South African law shall apply.

3.31.11. The parties shall be entitled to legal representation.

3.31.12. The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.

3.31.13. This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this Bid.

3.31.14. Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

3.32. PAYMENT TERMS - LOCAL CREDITORS

3.32.1. Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the CBRTA after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.

3.32.2. Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the CBRTA from time to time and at the CBRTA's sole discretion.

3.32.3. Payment shall furthermore be subject to the CBRTA's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances.

3.33. TERMINATION

3.33.1. The following clause will be applicable to all contracts entered into/orders placed by CBRTA:

If, at any time during the currency of this Bid and subsequent contract/order, CBRTA in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

(a) Acted dishonestly and/or in bad faith, and/or

(b) Has made any intentional or negligent misrepresentation to CBRTA whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then CBRTA shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, CBRTA shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. The CBRTA shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by CBRTA. No payment by CBRTA to the other party after the lapse of such period shall preclude CBRTA thereafter, from recovering from the other party any such damages as it may have suffered.



3.34. SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

3.35. COPIES REQUIRED

Bidders are required to submit One Original, together with two (2) copies clearly marked "original" and "copy".

3.36. GENERAL VENDOR INFORMATION

The following general information is required from the prospective vendor:

Name of Company/Trading as:

- Postal Address
- Street Address
- Telephone and facsimile numbers
- Company Head Office:
 - Postal Address
 - Street Address
 - Telephone and facsimile numbers
 - Contact Numbers

List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust - **Compulsory**

List of shareholders (Certified original copies of individual share certificates/certified original copies of Cipro registration document indicating the following - **Compulsory**

- (a) members with percentage interest
- (b) date of registration
- (c) Company registration number

Draw or attach the organizational structure of your company:

- a) Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.
- b) Basic functional structure, i.e. the administrative section of your company with which CBRTA will be dealing on a day-to-day basis.

3.37. INFRASTRUCTURE

- Would you describe your business as international, national or regional?
- All branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

3.38. ACTIVITY AND SERVICE PROFILE

- Detailed description of main field of expertise/area of operation of company.
- Range of services offered.



- Reference list of some contracts completed during the last 3 to 5 years, including value, duration, location and contact persons

3.39. REASONS FOR DISQUALIFICATION

3.39.1. The CBRTA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- (a) bidders who do not have a valid Tax Clearance at the time of award;
- (b) bidders who submitted incomplete information, incomplete annexures and documentation according to the requirements of this Bid;
- (c) bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BBBEE credentials, experience, etc.;
- (d) bidders who received information not available to other vendors through fraudulent means;
- (e) bidders who submit tippexed bids; and/or
- (f) bidders who do not comply with mandatory requirements as stipulated in this Bid.

3.40. There shall be **no public opening** of the Bids received; however, the list of bids received may be published on the CBRTA website. There shall be no discussions with any enterprise until evaluation of the proposal has been completed. Any discussions shall be at the discretion of the CBRTA.

3.41. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.

3.42. ENQUIRIES

Enquiries regarding this Bid should be submitted via e-mail quoting the bid number to:

Nhlamulo Maluleke	Nhlamulo Maluleke@cbrta.co.za
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Enquiries should reference specific paragraph numbers, where appropriate.

All questions / enquiries must be forwarded in writing not later than **08 August 2018 at 11h00** .

Responses will be emailed to all bidders who attended the briefing session on **by 10 August 14h00**.



4. GENERAL CONDITIONS OF CONTRACT

4.1. Definitions

The following terms shall be interpreted as indicated:

4.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

4.1.2 “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.

4.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.

4.1.4 “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.

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

4.1.6 “Country of origin” means the place where 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 basis characteristics or in purpose or utility from its components.

4.1.7 “Day” means calendar day.

4.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

4.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

4.1.10 “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.

4.1.11 “Dumping” occurs when a private enterprise abroad market its good 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.

4.1.12 “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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

4.1.13 “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.

4.1.14 “GCC” mean the General Conditions of Contract.

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

4.1.16. “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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

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

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

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

4.1.22. "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.

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

4.2. Application

4.2.1. 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.

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

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

4.3. General

4.3.1 Unless otherwise indicated in the bidding documents, the purchase 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.

4.3.2 With certain exceptions, invitations for 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.

4.4 Standards

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

4.5 Use of contracts documents and information

4.5.1 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 as far as may be necessary for purposes of such performance.

4.5.2 the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 4.5.1 except for purposes of performing the contract.

4.5.3 Any document, other than the contract itself mentioned in GCC clause 4.5.1 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.

4.5.4 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.

4.6 Patent rights

4.6.1 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.

4.7 Performance Security

4.7.1 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 GCC.

4.7.2 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 contracts.

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, 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

4.7.4 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.

4.8 Inspections, tests and analyses

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

4.8.2 If it is a bid condition that supplies to be produced or services to be procured 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.

4.8.3 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 payments arrangements with the testing authority concerned.

4.8.4 If the inspection, test and analyses referred to in clauses 4.8.2 and 4.8.3 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.



4.8.5 Where the supplies or services referred to in clauses 4.8.2 and 4.8.3 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.

4.8.6 Supplies and services, which are, referred to in clauses 4.8.2 and 4.8.3 and which do not comply with the contract requirements may be rejected.

4.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found no 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 purchase 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.

4.8.8 The provisions of clauses 4.8.4 to 4.8.7 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 5. 23 of GCC.

4.9 Packing

4.9.1 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 precipitations 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.

4.9.2 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.

4.10 Delivery and documents

4.10.1 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.

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

4.11 Insurance

4.11.1 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.



4.12 Transportation

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

4.13 Incidental services

4.13.1 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.

4.13.2 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.

4.14 Spare parts

4.14.1 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.

4.15 Warranty

4.15.1 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.



4.15.2 This warranty shall remain valid 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.

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

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

4.15.5 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.

4.16 Payment

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

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

4.16.3 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.

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

4.17 Prices

4.17.1 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.

4.18 Contract Amendments

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

4.19 Assignment

4.19.1 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.

4.20 Subcontracts

4.20.1 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.

4.21 Delays in the supplier's performance

4.21.1 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.

4.21.2 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 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.

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

4.21.4 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.

4.21.5 Except as provided under GCC clause 4.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 4.22, unless an extension of time is agreed upon pursuant to GCC clause 4.21.2 without the application of penalties.

4.21.6 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.

4.22 Penalties

4.22.1 Subject to GCC clause 4.25, 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 4.23.

4.23 Termination for default

4.23.1 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 4.21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.23.2 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 terminate.

4.24 Anti-dumping and countervailing duties and rights



4.24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

4.25 Force Majeure

4.25.1 Notwithstanding the provisions of GCC clauses 4.22 and 4.23, the supplier shall not be liable for forfeiture or 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.

4.25.2 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 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.

4.26 Termination for insolvency

4.26.1 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

4.27 Settlement of Disputes

4.27.1 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.

4.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.

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

4.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

4.27.5 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.



4.28 Limitation of liability

4.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5.6;

- (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 or 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.

4.29 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.

4.30 Applicable law

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

4.31 Notices

4.31.1 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.

4.31.2 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

4.32 Taxes and duties

4.32.1A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

4.32.3 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.

4.33. National Industrial Participation (NIP) Programme

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

4.34. Prohibition of Restrictive Practices

4.34.1. In terms of section (4) (1) (b) (iii) of the Competition Act no 89 of 1998, as amended, an agreement between, or concerned 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).

4.34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in 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.

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





TERMS OF REFERENCE FOR DETAILED SOCIO-ECONOMIC IMPACT ASSESSMENT (SEIA) FOR THE OPERATOR COMPLIANCE ACCREDITATION SCHEME

1. INTRODUCTION

The Cross-Border Road Transport Act No. 4 of 1998, as amended mandates the C-BRTA to:

- Improve the unimpeded flow by road of freight and passengers in the region;
- Liberalize market access progressively in respect of cross-border freight road transport;
- Introduce regulated competition in respect of cross-border passenger road transport;
- Reduce operational constraints for the cross-border road transport industry as a whole;
- Enhance and strengthen the capacity of the public sector in support of its strategic planning, enabling and monitoring functions;
- Empower the cross-border road transport industry to maximise business opportunities; and
- Empower the cross-border road transport to regulate themselves incrementally to improve safety, security, reliability, quality and efficiency of services.

The C-BRTA is implementing the Operator Compliance Accreditation Scheme (OCAS) project in line with its mandate. OCAS also supports attainment of the objectives of key national policies and strategies that include the National Development Plan Vision 2030, the White Paper on National Transport Policy, the National Freight Logistics Strategy and the Road Freight Strategy for South Africa. At regional level OCAS is aligned to attainment of the objectives of the SADC Protocol on Transport, Communication and Meteorology, bilateral cross-border road transport agreements and key programmes in as far as facilitation and regulation of cross-border road transport is concerned.



2. PURPOSE AND OBJECTIVES

The C-BRTA conducted the Initial Socio-Economic Impact Assessment (SEIA) of implementation of the Operator Compliance Accreditation Scheme in 2017. This assessment was conducted with a view to minimise unintended consequences and outcomes of the Scheme.

The Agency intends to undertake detailed SEIA of the Scheme that will determine the overall impact of implementation of OCAS. The scope of work for this assignment covers detailed evaluation of the likely effects of the OCAS and the draft legislative proposal for the Scheme in terms of implementation and compliance costs as well as the anticipated outcomes. The purpose of this assignment is therefore to execute a detailed SEIA for the implementation of the Operator Compliance Accreditation Scheme that will enable the overall evaluation of the impact of implementation of the Scheme.

3. BACKGROUND

As indicated the C-BRTA is mandated to amongst others, regulate movement of commercial cross-border road transport between South Africa and its regional counterparts. The Agency is also mandated to empower the cross-border road transport industry to regulate themselves incrementally to improve safety, security, reliability, quality and efficiency of services. Furthermore and in line with the above, the C-BRTA is mandated to devise and implement strategies that will facilitate the unimpeded flow of movement of cross-border road transport in the region in consultation with other stakeholders in the industry, partake in the establishment and development of corridor based and route based co-operative and consultative relationships and structures through cooperation between stakeholders and government.

Thus, OCAS delivery is directly in line with the provisions of the C-BRTA 4 of 1998 as amended in as much as it is within the greater vision of other National Instruments and the regional environment. To date the Agency conducted an Initial Impact



Assessment and a report will be availed to the successful bidder together with other relevant documents.

4. SCOPE OF WORK

The scope of work covers a wide range of issues including the following:

- Detailed assessment of the policies and legislations that will be affected by implementing OCAS, detailing nature of impact;
- Detailed assessment of impact of implementation of the Scheme with respect to mandate of the Agency, and other stakeholders' mandates;
- Detailed risk analysis, indicating levels of risk associated with implementation of OCAS;
- Quantifying cost of implementation of OCAS;
- Assessment of the benefits and net impact of project on different stakeholder groupings;
- Assessment of impact of the Scheme on social cohesion and security, and economic inclusion;
- Quantifying impact on the economy and economic growth;
- Assessment of the impact on the environment and environmental sustainability;
- Detailed evaluation of the likely effects and costs of the Scheme in terms of implementation and compliance costs to stakeholders and concurrent functions;
- Assessment of the overall impact of the Scheme on all the national priorities and programmes; and
- Overall cost benefit analysis.

NB: Consultations will need to be conducted with relevant stakeholders in order to address requirements of the scope.

5. DOCUMENTS THAT WILL BE SHARED WITH SERVICE PROVIDER

The following documents will be shared with bidders for purposes of this bid and must not be shared or distributed to third parties:

- OCAS Concept Document;
- OCAS Design Framework; and
- Initial SEIA report.



Bidders are also alerted that OCAS supports the objectives of various policies, plans and strategies that exist and some being reviewed. The following are key and should be considered:

- White Paper on Transport Policy;
- National Development Plan Vision 2030;
- National Transport Master Plan;
- The SADC Protocol on Transport, Communications and Meteorology of 1996;
- The Roads Policy;
- The National Freight Logistics Strategy;
- Road Freight Strategy;
- Corridor Development Strategy; and
- National Road Safety Strategy.

6. EVALUATION CRITERIA

The table below stipulates the evaluation criteria for selecting the Service Provider.

Evaluation Criteria
Preference Points 80/20
Please note that prospective Bidders who fail to meet the threshold of 75 points in functionality will not be considered in the next phase of evaluation
80 points = Price
20 points = BEEE
Functionality (100 points)
Scope, Methodology and Technical Approach (40)
<p>The perspective service providers must demonstrate the following:</p> <ul style="list-style-type: none"> • Understanding of the Scope of the work to be delivered and key milestones (20). • Methodology and Technical approach for delivery of work (20). <p>Points allocation for each of the above criteria item:</p> <p>The bidders will be allocated points between zero and twenty based on alignment of their understanding of scope, methodology and technical approach to the project scope and execution requirements.</p> <p>Bidders are therefore required to provide detailed information to demonstrate their ability to execute the scope of the project.</p>



Qualifications and Competency of the Team (40 points)

- **The Team Leader:** Must have a minimum of a Post graduate qualification in transport economics or policy related fields with minimum of 5 years' combined experience in research, socio-economic impact studies, policy and legislation (20)
- Technical resources must have a minimum of 3 years' experience and qualifications in the following areas: transport economics, finance, environmental studies, transport legislation and project management (20).

Points allocation for project team

Team Leader

8+ years	5-7 years	5 years
20	15	10

Individual members

6+ years	4-5 years	3 years
20	15	10

NB: Comprehensive CV's to be provided. For technical resources that will support the Team Leader, postgraduate qualifications will be an added advantage.

Technical Experience of the Company (20)

- The company must provide a minimum of 5 projects executed in the last 10 years with related scope of work.
- Details of each of the past projects and contact details of clients must be provided. C-BRTA reserves the right to contact previous clients and will do checks on a minimum of 1 project.

10+ projects	6-9 projects	5 projects
20	15	10



ANNEXURE A

SBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CROSS BORDER ROAD TRANSPORT AGENCY

**BID NUMBER: CBRTA/HO/0048 CLOSING DATE 15 /08 /2018
CLOSING TIME: 14h00**

DESCRIPTION: SOCIO-ECONOMIC IMPACT ASSESSMENT (SEIA)

The successful bidder will be required to complete and sign a Contract Form (SBD 7.2).

**BID DOCUMENTS MAY BE POSTED TO:
Cross Border Road Transport,
P. O. Box 560,
Menlyn,
Pretoria
0063**

OR

**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Cross Border Road Transport Agency
138 Frikkie De Beer Street
Glen Manor Office Park
Building 3**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open from Monday to Friday from 7h30 to 16h00.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

.....



POSTAL ADDRESS:

.....

STREET ADDRESS:

.....

TELEPHONE NUMBER: CODE:
NUMBER.....

CELLPHONE NUMBER:

.....

FACSIMILE NUMBER: CODE NUMBER:

.....

E-MAIL ADDRESS:

.....

VAT REGISTRATION NUMBER:

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN
SUBMITTED? (SBD 2) YES
or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?
(SBD 6.1) YES
or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY [TICK APPLICABLE BOX]
?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE
CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN
ACCREDITATION SYSTEM (SANAS);

A REGISTERED AUDITOR

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED
IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO (IF YES ENCLOSE PROOF)



SIGNATURE OF BIDDER:

.....

DATE:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

TOTAL BID PRICE:

TOTAL NUMBER OF ITEMS OFFERED:

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Nhlamulo Maluleke

Tel: 012 471 2000

E-mail address: Nhlamulo.maluleke@cbrta.co.za

ANNEXURE B

SBD 2: TAX CLEARANCE REQUIREMENTS

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



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

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
---	------	----------

-----	
..... R.....		
..... R.....		
-----	
.....		

TOTAL:

R.....

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
---	------	----------

R.....

-----
-------	-------	-------

TOTAL:

R.....

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

7. Estimated man-days for completion of project
.....

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

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



ANNEXURE D

SBD 4: DECLARATION OF INTEREST

3. 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.

4. 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 **YES**
 / **NO**
 presently employed by the state?

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 **YES**
 / **NO**
 the appropriate authority to undertake remunerative work outside employment in the public sector?

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 / **YES**
 / **NO**



trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES**
/ NO

any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES**
/ NO

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

2.10.1 If so, furnish particulars

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES**
/ NO

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

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



		Number	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



ANNEXURE E:

SBD 6.1

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



- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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



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

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 (90/10 system)		Number of points (80/20 system)	
(2)	1	(3)	10	(4)	20
(5)	2	(6)	9	(7)	18
(8)	3	(9)	6	(10)	14
(11)	4	(12)	5	(13)	12
(14)	5	(15)	4	(16)	8
(17)	6	(18)	3	(19)	6
(20)	7	(21)	2	(22)	4
(23)	8	(24)	1	(25)	2
(26)	Non-compliant contributor	(27)	0	(28)	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]

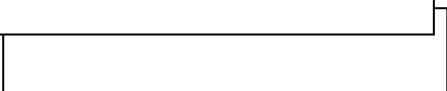
8.7 Total number of years the company/firm has been in business:.....

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 BIDDERS(S)
DATE: ADDRESS



CONTRACT FORM – SOCIO-ECONOMIC IMPACT ASSESSMENT (SEIA)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

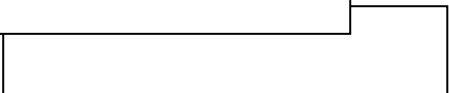
PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Cross Border Road Transport Agency** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **CBRTA/HO/0039** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

WITNESSES	
1
2



SIGNATURE

NAME OF FIRM

DATE

SBD 7.2

CONTRACT FORM – SOCIO-ECONOMIC IMPACT ASSESSMENT (SEIA)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as
accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STA

WITNESSES

1

....

2

ANNEXURE 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:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



ANNEXURE: 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.



SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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.

