



REQUEST FOR PROPOSALS: CALL NO - CDCCSP/01/2019

“PROVISION OF THEORETICAL & EXPERIENTIAL TRAINING TO CO-OPERATIVES”

Chris Hani Co-operative Development Centre invites proposals with quotations from suitably qualified and experienced bidders to supply the following services:

Bid Number	Bid Description	Closing Date
CDCCSP/01/2019	Provision of theoretical & Experiential Training to Co-operatives	23 rd September 2019 11:00 am

Request For Proposal documents can be downloaded from www.chrishanicdc.org under tenders. Completed tender documents 1 (one) original with 2 (two) copies must be in a SEALED ENVELOPE CLEARLY MARKED WITH THE TENDER NUMBER & DESCRIPTION must be deposited in the tender box situated at **The Co-operative House, 22 Cathcart Road, Queenstown, 5320 on or before 11:00am 23rd September 2019**. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered.

Technical enquiries relating to the bid may be addressed for the attention of Mrs Thandisa Mahe – thandisa@chrishanicdc.org / 045 838 8086

Chris Hani Co-operative Development Centre reserves the right not to accept the lowest or any proposal and may not furnish reasons for its decision.



RE: URGENT CALL FOR PROPOSALS.

CALL NO: CDCCSP/01/2019

CALL SUBJECT:

Provision of theoretical & experiential training to co-operatives

Disclaimer:

The information contained in this documents is confidential, privileged and only for the information of the intended recipient (prospective service providers) and may not be used, published or redistributed without the prior written consent of Chris Hani Co-operative Development Centre (NPC).

The information contained in this Call for Proposal and Quotation document ("CFPQ") or subsequently provided to prospective Service Providers, whether verbally or in documentary or any other form by or on behalf of the Chris Hani Co-operative Development Centre (NPC) or any of their employees or advisers, is provided to prospective Service Providers on the terms and conditions set out in this CFPQ and such other terms and conditions subject to which such information is provided. This CFPQ is not an agreement and is neither an offer nor invitation by the Chris Hani Co-operative Development Centre (NPC) to the prospective Service Providers or any other person. The purpose of this CFPQ is a guidance for proposals and quotations to suitable qualified interested parties with information that may be useful to them in the formulation of their Proposals and Quotations pursuant to this CFPQ.

The Chris Hani Co-operative Development Centre (NPC) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this CFPQ. The issue of this CFPQ does not imply that the CHCDC (NPC) is bound to select an Applicant or to appoint the Selected Applicant, the CHCDC (NPC) reserves the right to reject all or any of the Proposals and Quotations without

INDEX		
#	DETAILS	PAGE
SECTION A		
A	Abbreviations	3
B	Definitions	3
SECTION B – GENERAL INFORMATION		
1.1	Proposal Quotation Content	6
1.2	Estimated Timeline	6
1.3	Compulsory Briefing Session	6
1.4	Submission of bid documents	6
1.5.	Preferential Procurement	6
1.6.	Alteration or withdrawal of proposals	9
1.7.	Cost for preparation of bid proposal	9
1.8.	Ownership of proposals	10
1.9.	Tax clearance certificate requirements	10
1.10.	Confidentiality	10
1.11	Inventions Patent and Copy rights	10
1.12	Ethics	11
1.13	Competition	11
1.14	Cancellation of bid process	12
1.15	Interviews	12
1.16	Contract Award	12
1.17	Disclaimer	12
1.18	Enquiries	12
SECTION C – TERMS OF REFERENCE		
1	Specifications	13
2	Background to CHCDC	13
3	Scope of services required	14
4	Methodology	14
5	Duration of the Contract	15
SECTION D – REQUIRED DOCUMENTATION		
A	General bidder information	21
B	Location	21
C	Functionality - Profile	22
D	Functionality - Experience	23
E	Functionality - Services	24
F	Prices – services	25
G	Preferential Points	26
H	Bidders declaration of interest	27
I	Bidders (shareholder's etc.) declaration of interest	28
J	Bidders declaration - past supply chain practices	29
K	Certificate of independent bid declaration	30
L	Supporting Documentation	31

Section A

A: ABBREVIATIONS AND ACRONYMS

B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CHCDC	Chris Hani Co-operative Development Centre
DTI	Department of Trade and Industry
DM	District Municipality
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
NTINGA	Ntinga OR Tambo Development Agency
ORTDM	OR Tambo District Municipality
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference

B: DEFINITIONS

Acceptable tender	<i>Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.</i>
Accreditation Body	<i>Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to:</i> <ol style="list-style-type: none"> a) <i>Accrediting verification agencies</i> b) <i>Developing, maintaining and enforcing of Verification Standards</i>
Affordable	<i>Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds:</i> <ol style="list-style-type: none"> a) <i>Designated within CHCDC's existing budget for the function to which the agreement relates; and</i> b) <i>Destined for CHCDC in accordance with the relevant Treasury's future budgetary projections.</i>
All applicable taxes	<i>Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.</i>
B-BBEE status level of contributor	<i>means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;</i>
Proposal Quotation	<i>Means a written offer or proposal to supply goods and/or provide services, submitted in response to the CHCDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.</i>
Specification	<i>A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.</i>
Black People	<i>means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.</i>
Broad based black empowerment	<i>Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to:</i> <ol style="list-style-type: none"> a) <i>Increase the number of black people that manage, own and control enterprises and productive assets;</i> b) <i>Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises</i>

	<p>c) Human resources and skills development</p> <p>d) Achieving equitable representation in all occupational categories and levels in the workforce</p> <p>e) Preferential procurement; and</p> <p>f) Investment in enterprises that are owned or managed by black people.</p>
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close family member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the CHCDC's Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by CHCDC's.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Financial Officer or other legally responsible person nominated in writing by the Executive Manager, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	<p>means an enterprise with a specified total annual revenue of less than the amount stipulated below per sector if and only if a certificate has been received issued by a registered auditor, accounting officer i.t.o. section 60(4) of the Close Corporation Act or an accredited verification agency.</p> <ul style="list-style-type: none"> • Tourism sector – R2,5 million • Construction sector applicable to the Built Environment professional – R1.5 million • All other sector R5 million
Family member	<p>Means</p> <p>a) a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>b) any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), 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 port of entry.
In the service of the state	<p>means: –</p> <p>(1) an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis.</p> <p>(2) an employee or public servant of any national or provincial government as defined in terms of Public Services Act.</p>

	<p>(3) a member who –</p> <p>(a) is a councilor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998);</p> <p>(b) is a politician serving in any provincial legislature; or</p> <p>(c) is a politician serving in the National Assembly or the National Council of Provinces;</p> <p>(4) a member of the board of directors of any municipal entity;</p> <p>(5) an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999);</p> <p>(6) and / or such other meaning ascribed to it by National Legislation from time to time.</p>
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to CHCDC's.
Public Private partnership	Means a commercial transaction between CHCDC and a private party in terms of which: <ol style="list-style-type: none"> 1) the private party either performs a function o.b.o. CHCDC's for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; 2) the private party receives a benefit for performing the function or by utilising state property, either by way of: <ol style="list-style-type: none"> a) compensation from a revenue fund b) charges or fees collected by the private party from users or customers of a service provider to them; or c) a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under the QSE B-BBEE scorecard with a turnover of between R5-R35 million.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
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.
State	Means: <ol style="list-style-type: none"> a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA b) any municipality or municipal entity c) national Assembly or the national Council of Provinces; or d) parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid’ above.
Threshold	shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to CHCDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

1. GENERAL INFORMATION

1.1. Description of the Request for proposal

Chris Hani Co-operative Development Centre (CHCDC) wishes to engage a competent service provider to conduct a theoretical & experiential training to approximately 88 co-operatives within the Chris Hani District Municipality.

1.2. Estimated timeline

The appointed service provider would be expected to train and mentor the project beneficiaries for a period of six (6) months.

1.3. Compulsory Briefing Session

A compulsory briefing session will not be held.

1.4. Submission of Bid Documents

All bid documents must be placed in sealed envelopes labeled “CDCCSP/01

Provision of both theoretical & experiential training to co-operatives” in the Bid Box at the CHCDC Queenstown Office at 22 Cathcart Road, Queenstown, 5320 on or before 11:00 am on the 23rd September 2019.

One Original, & two copies duly signed (authorized representative) and firmly bound bid document inclusive of these terms and conditions are required to be submitted.

No faxed proposal or proposals sent via e-mail will be accepted. **No late submissions will be eligible for consideration by CHCDC.**

The bid box is open on weekdays between 08h00 and 16h00.

1.5. Preferential Procurement

This Service Provider is subject to the preferential procurement policy framework Act and the preferential procurement regulations, 2011 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the CHCDC Procurement Policy as amended from time to time. Refer Annexure C for full disclosure requirements.

1.6. Evaluation Criteria

All proposals will be evaluated in 2 stages:

Stage 1	Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% out of 100% for functionality (services) before they will be evaluated in terms of preferential procurement points.
Stage 2	Preferential Procurement points

1.6.1. Stage 1 – Evaluation Criteria

Proposed Consulted Team	90
1. Previous experience of bidder in skills development and training sector (number of training and mentoring programmes conducted – (5) for each training conducted to a maximum of (40)	40
2. Expertise of Bidder – Knowledge of the skills development and organisational development sector	20

(team or individual knowledge and relevant qualifications - Degree in Human Resources/Training = 20)	
(team or individual knowledge and relevant qualifications - Diploma in Human Resources/Training = 10)	
3. Project Management Expertise and Methodology = 20	20
4. Accreditation (Copy of Certificate to be attached) - 10	10

1.6.1.1. Only Proposals and Quotations that have achieved the minimum qualifying score for functionality will be evaluated further in terms of price (stage 2).

1.6.1.2. All submissions that fail to achieve the minimum score will be disqualified.

1.6.1.3. The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = Total score for bid under consideration

Ms = Maximum possible score

1.6.1.4. The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.6.2. Stage 2 - Evaluation Criteria

Preference points for this bid shall be awarded for price and the B-BBEE Status Level of Contribution.

The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	90
B-BBEE status level of contribution	10
TOTAL POINTS	100

1.6.2.1. The Service Providers obtaining the highest number of total points will be awarded the contract.

1.6.2.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

1.6.2.3. Points scored will be rounded off to the nearest 2 decimal places.

1.6.2.4. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

1.6.2.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

1.6.2.6. Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

1.6.2.7. Points awarded for price based will be based on the 80/20 or 90/10 Preference point systems

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

DETAILS	80/20 PREFERENCE POINT SYSTEM	90/10 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> Equal and above R30 000 to R1 million. Below R30 000 if and when considered to be appropriate 	<ul style="list-style-type: none"> Rand value greater than R 1 000 000.
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
	P _s = Points scored for comparative price of bid / offer under consideration P _t = Comparative price of bid / offer under consideration P _{min} = Comparative price of lowest acceptable bid / offer	

1.6.2.9. A maximum of 20 or 10 points will be awarded for B-BBEE Status Level of Contribution

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 system)	NUMBER OF POINTS (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

1.6.2.11. Service Providers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

1.6.2.12. Service Providers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

1.6.2.13. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

1.6.2.15. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

1.6.2.16. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

1.6.2.17. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

1.7. Alteration or withdrawal of Proposals

Service Providers may withdraw their proposal by written notification on or before the date Specified for the evaluation of Proposals and Quotations.

1.8. Costs for preparation of Proposals/presentations

The costs incurred by Service Providers in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the CHCDC shall in no way be liable to reimburse such costs incurred.

1.9. Ownership of Proposals and presentations

The CHCDC shall on receipt of any proposal relating to this request, and submitted in accordance with the procedure set out herein, shall become the owner thereof and the CHCDC shall not be obliged to return any proposal.

1.10. Tax Clearance Certificate requirements

It is a condition of all Proposals and Quotations inclusive of foreign entities / individuals) that the South African taxes of the successful Service Provider must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the service Provider's tax obligations. In order to meet this requirement Service Providers are required to provide an original tax clearance which must be valid for 1 (one) year from date of approval. The original Tax Clearance Certificate must be submitted together with the Proposals and Quotations. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Proposals and Quotations.

Certified copies of the Tax Clearance Certificate will not be acceptable. In submissions where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.11. Confidentiality

1.11.1. The entire process of calling for Proposals and Quotations was initiated by the CHCDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

1.11.2. The service provider shall not divulge directly or indirectly to any other person than a person employed by CHCDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to CHCDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of CHCDC and shall surrender all these items to CHCDC on termination of the assignment or on demand of CHCDC.

1.11.3. The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of CHCDC.

1.11.4. Any document, shall remain the property of CHCDC and shall be returned (all copies) to CHCDC on completion of the contract if so required by CHCDC.

1.12. Inventions Patent and Copy-Rights

1.12.1. The service provider cedes, assigns and transfers to CHCDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of CHCDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to CHCDC.

1.12.2. Provide CHCDC the sole and exclusive right to alter and adapt the work.

1.12.3. The service provider shall indemnify CHCDC 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 CHCDC.

1.13. Ethics

1.13.1. Any attempt by an interested Service Provider to obtain confidential information, or enter into unlawful agreements with competitors or influence the Committee (s) or the CHCDC during the process of examining, evaluating and comparing Proposals/Quotations will lead to the rejection of its Proposal and Quotation in its entirety.

1.13.2. The Service Provider must declare any business or other interests it has with the CHCDC or any employee of the CHCDC, as per the declaration of interest form annexed hereto failing which the Service Provider shall be automatically disqualified from further participation in the call for Proposals and Quotations. The disqualification will be applicable at any stage of the bidding and /or engagement process.

1.14. Competition

1.14.1. Service Providers and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the proposal/quotation process which serves to limit competition amongst bidders.

1.14.2. In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

1.14.3. An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a service provider/s is / are or a contractor(s) was / were involved in collusive bidding.

1.14.4. If Service Providers have reason to believe that competition issues may arise from any submission of a response to this call invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

1.14.5. Any correspondence or process of any kind between Service Providers and the competition authorities must be documented in the responses to this invitation to call for proposals and quotations.

1.14.6. In this regard bidders are required to complete Annexure F, failing which the Service Provider shall be automatically disqualified from further participation in the call for proposals and quotations. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.14.7. If a Service Provider (s) or contractor (s), based on reasonable grounds or evidence obtained by CHCDC, has /have engaged in the restrictive practice referred to above, CHCDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

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

1.15. Cancellation of Call for Proposals and Quotations Process

The CHCDC shall be entitled, within its sole and entire discretion, to cancel this Call for Proposals at any time and shall notify the interested service providers accordingly. The CHCDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the CHCDC to appoint any of the qualifying Bidders.

1.16. Interviews

In terms of the proposal and quotation evaluation process short listed Service Providers may be interviewed. This will entail the Service Provider being invited to a venue as determined by the committee. All transport and accommodation costs incurred by the Service Provider will be

for the Service Provider's account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The CHCDC reserves the right to appoint a Service Provider without conducting interviews.

1.17. Contract award

1.17.1. The successful Service Provider will be notified of the award in writing by the Finance Department of the CHCDC.

1.17.2. The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the CHCDC and the successful Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the CHCDC and the Successful Service Provider.

1.17.3. As a guideline regarding the content of the service level agreement, the Service Provider is referred to the general conditions of contract available on formal request to the CHCDC.

1.17.4. Until such time that an appropriate agreement has been concluded in writing between the CHCDC and the successful Service Provider, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this Call for Proposals and Quotations.

1.17.5. The CHCDC, the Accounting Officer and the relevant Committee (s) (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the CHCDC, the Accounting Officer, or the Committee (s), (as the case may be) of certain requirements which the CHCDC, the Accounting Officer, the Committee (s), (as the case may be) considers to be of minor importance and not complied with by the Service Provider.

1.17.6. The CHCDC will not entertain any request of feedback before the final awarding of the contract.

1.18. Full Disclaimer

1.18.1. This Call for Proposals document has been prepared for the purpose of providing information to interested Service Providers. The provision of any additional information about the organization to Service Providers, are disclosed and will be made available to enable the prospective Service Providers to submit comprehensive proposals.

1.18.2. Interested Service Providers are accordingly required to conduct their own due diligence in respect of the CHCDC and its business operations and the nature and scope of the services required.

1.18.3. The CHCDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Call for Proposals document.

1.18.4. The CHCDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this Call for Proposals.

1.18.5. Except in cases of criminal negligence or willful misconduct, and in the case of infringement the bidder shall not be liable to CHCDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay penalties and/or damages to CHCDC; and

1.18.6. The aggregate liability of the bidder to CHCDC, 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.

1.19. Enquiries

Details	Bidding Procedure	Technical Information
Department	Finance Department	Enterprise Development & Incubation Department
Contact person	Zingisa July	Thandisa Mahe
Telephone number	045 838 8086	045 838 8086
E-mail address	zingisa@chrishanicdc.org	thandisa@chrishanicdc.org

SECTION C

TERMS OF REFERENCE / CALL FOR PROPOSALS SPECIFICATIONS

1. BACKGROUND

The CHCDC has been commissioned by the Chris Hani District Municipality to undertake the project of the conversion of the CSP's and Operators into co-operatives. The project covers six local municipalities under the district namely; Lukhanji, Tsolwana, Sakhisizwe, Intsikayethu, Emalahleni and Engcobo.

Since 2009 it has been in the plan of the District to transform the CSP's into small business entities. The rationale for this is that it would allow local people to access a bigger share of the funds allocated for water services provision in the District.

In the process of the implementation of the conversion of the CSP's and Operators into primary co-operatives ± 88 co-operatives were registered. The co-operatives were grouped in such a way that it would be easy for them to work. This has been due to the proximity of the schemes as well as the large number that came from Intsikayethu Local Municipality.

The conversion commenced with skills audit analysis that was conducted per each local municipality during the period October- December 2011. The purpose was to develop an understanding of the skills levels within the CSP and Operators. This was followed by the co-operative education which was aimed at helping the CSP and Operators to gain better understanding of the co-operative as a business concept.

2. PURPOSE & OBJECTIVES

It is against this backdrop that the CDC seeks to appoint a service provider to provide capacity building and skills development training to the +- 88 co-operatives. The focus of the capacity building must be both theoretical and on-the-job (practical) and should include but not limited to the following;

- Water Services Operations and Maintenance
- Plumbing;
- Occupational Health and Safety & First Aid;
- Customer Care;

3. SCOPE OF WORK

The service provider is expected to provide the on-site training oversight on behalf of CDC whereby facilitating and providing professional project management services around planning, learner registration/administration, training facilitation and other project related activities to assist in the capacitation of the Co-operative members.

The following key activities include but not limited to;

- Overall and individual project management including training progress, monitoring and reporting;
- Defining and effectively managing key stakeholders related to the project;
- Ensuring adherence to CDC procedures and standards, including all SHE and quality requirements, during training;
- Contracts management and legal administration during the training roll-out;
- Development and implementation of a training modules and plans for relevant participants;
- Ensuring that effective training support is embedded in the overall approach;
- Training Project Management Plan, including scope management, cost management, time management, quality management, management of communications, logistics and resources, risk management and equipment list indicating the provision for training equipment required to accomplish stated project plan efficiently and effectively;
- Communicating to facilitators and trainers on issues relating to the training roll-out;
- Communicating problems, risks and mitigation to CDC, ensuring a two-way communication channel;
- Develop a reporting template to capture full data for the training done (this includes attendance registers, modules covered, learner assessments, facilitator's information, progress summary reports, feedback forms etc.).
- Quality, auditing and verification of all training to be done using accredited assessors and specialist that are qualified and competent in the field of training and development to ensure proper quality standards.

4. APPROACH AND METHODOLOGY

The approach and methodology to be proposed by the service provider will be the key to ensure a good outcome. Transference of skill to the project beneficiaries through participatory approaches will be highly recommended

5. DURATION OF THE CONTRACT

It is anticipated that the appointment will be made by the end of September 2019 and the service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed and complete the assignment in the time indicated. The appointed service provider would be expected to train and mentor the project beneficiaries for a period of six (6) months.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS AND ALL THE REQUIRED SERVICES IN YOUR PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION.

SECTION D

CONDITIONS SPECIFIC TO THIS CALL FOR PROPOSALS AND QUOTATIONS

1. RESPONSIBILITIES AND DUTIES

Notwithstanding the fact that a description of the services has been provided above, CHCDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavors to properly conduct, improve, extend and develop the business of CHCDC in the provisioning of the services.

The Services shall as part of his duties, attend such meetings as may be required by CHCDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by CHCDC.

2. OBLIGATION TO PERFORM AND SUB-CONTRACTING

The Service Provider shall notify CHCDC 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 bidder from any liability or obligation under the contract.

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

3. CHCDC FACILITIES

3.1 Unless otherwise agreed in writing by CHCDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cellphone, fax and computer facilities to perform the services.

3.2 The service provider may use certain facilities made available by CHCDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

3.2.1 Abide by the health, safety and security measures as prescribed by CHCDC from time to time;

3.2.2 To use such accommodation and facilities entirely at his own risk and CHCDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of CHCDC's own willful misconduct.

4. FORCE MAJEURE

4.1 If a force majeure situation arises, the Service Provider shall promptly notify CHCDC in writing of such condition and the cause thereof. Unless otherwise directed by CHCDC in writing, the bidder 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.

5. INSURANCE

5.1 The Service Provider shall be fully insured in a freely convertible currency against loss or damage incidental to the service provided – professional indemnity.

6. RESPONSIBILITY TO PERFORM

6.1 Delivery of the goods and performance of services shall be made by the Service Provider in accordance with the time schedule prescribed by CHCDC in the contract.

6.2 If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify CHCDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, CHCDC shall evaluate the situation and may at his discretion extend the bidder'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.

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

6.4 A delay by the Service Provider in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

6.5 CHCDC 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.

6.6 CHCDC may also consider termination of the contract.

7. PAYMENTS AND TAX

7.1 Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at CHCDC's request for bid validity extension, as the case may be.

7.2 CHCDC will re-imburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation. however, such shall be presented and be approved by CHCDC before being incurred

7.3 The service provider shall from time to time during this contract duration furnish CHCDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

7.4 Payments shall be made promptly by CHCDC in Rand, but in no case, later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

7.5 The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonable necessary, claimed above, should CHCDC require an audit to substantiate that expenditure and allows CHCDC's own personnel or an independent auditor access to those records.

12.6 Should the above audit reveal that CHCDC has been overcharged, the Service Provider will reimburse the CHCDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;

12.7 A foreign Service Providers shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

12.8 A local Service Providers shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to CHCDC.

SECTION D

Section A: General Information

1	Legal Name		9	Mobile number	
2	Trading Name		10	Fax Number	
3	Registration number		11	E-Mail address	
4	Physical address		12	VAT number	
5	Postal address		13	Web site address	
6	Contact person		14	BBBEE level/status (as per DTI codes)	
7	Title		15	Date of Inception	
8	Landline number		16	Years' in Operation / Experience	

Section B: Location

1	Where is the Bidder's main office?	
	Other offices:	

STAGE 1 - FUNCTIONALITY INFORMATION (SERVICES)

Section C: Profile

1	How many full-time staff will be involved in this project?				
2	Provide the names of the full-time staff members and indicate the portfolios for which they are responsible.				
	Name of staff member assigned to the project	Designation	Qualifications and Years' Experience (Indicate with Y/N & no. of years) Attach certified proof of qualifications and CVs		
			Qualifications	Years of Experience	Professional Body
3. Comments:					

Section D: Experience

1. Provide details of the Company's experience in working on similar projects (maximum of 5).					
2.	Projects Completed	Date Completed	Method Used	Approximate Cost	Contactable References

3. Comments:

Section E: Services

1. Below is a list of services. Please tick those services that the Company is able to provide and indicate whether these services are provided from in-house resources or contracted in from partners/service providers.					
	Business plans and Feasibility studies – also include for what type of business	In-house	Out-sourced	Approx. % of revenue generated from this service in past 12 months	Key institution for whom this service is currently provided
i.					
ii.					
iii.					
iv.					

Section F: Pricing Schedule Professional Services

1. Service Providers are required to expressly cover their proposed fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.
2. The Service Providers reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Service Provider and shall not be bound to the fees/pricing and disbursements submitted by any Service Provider.
3. The Proposal Fees/Prices must remain valid for a period of 60 days from date of closure of bid.
4. CHCDC reserves the right to request the Service Provider's latest audited financial statements in order to ascertain financial stability of the Service Provider prior to award of the contract. Failure by the Service Provider to provide the latest audited financial statements may invalidate the proposal and quotations.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN YOU PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION:

Item No.	Description	Price in ZAR inclusive of all applicable taxes ¹

Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

Ceiling price R

Persons who will be involved in the project and rates applicable (Certified invoices must be rendered in term hereof)

Person	Position	Hourly Rate (R)	Daily rate (R)

Phases according to which the project will be completed, cost per phase and man-days to be spent

Phases	Man-Days	Total Cost per phase (R)

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

Description of expense	Quantity	Rate (R)	Total costs (R)

TOTAL R

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

Description of expense	Quantity	Rate (R)	Total costs (R)

TOTAL R

Period required for commencement with project after acceptance of bid

Estimated man-days for completion of project

Section G: Preference Point Claim In terms of the Preferential Procurement Regulations 2011

1. 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, 2011.
2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
3. CHCDC 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.

Describe Principal Business Activities:

Company Classification - refer Standard Company Classification Code and Description

Total number of years the company/firm has been in business?

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF ABOVE PARAGRAPHS
 (Points claimed must be in accordance with the table reflected in this document and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

B-BBEE Status Level of Contribution:		Points claimed (maximum of 10 or 20 points)	
---	--	--	--

Will any portion of the contract be sub-contracted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If yes,

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?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated above declaration supported by a certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
3. In the event of a contract being awarded as a result of points claimed as shown above the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 forward the matter for criminal prosecution

SIGNATURE OF SERVICE PROVIDER	DATE
--------------------------------------	-------------

Section H: Declaration of interest (bidder)

1. Any legal person, including persons employed by CHCDC and the state, or persons having a kinship with persons employed by CHCDC and the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - 1.1 the bidder is employed by CHCDC and the state; and/or
 - 1.2 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaires must be completed and submitted with the bid by both the bidder or authorised representative of the bidder (Questionnaire A) and each director / trustee / member / shareholder (Questionnaire B) must complete the attached questionnaire;

Are you or any person connected with the bidder presently employed by CHCDC or the state?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes furnish the following details:			
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 said institution:			
Any other particulars:			
If you are presently employed by CHCDC or the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, did you attach proof of such authority to the bid document?			Yes <input type="checkbox"/> No <input type="checkbox"/>
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)			
If no, furnish reasons for non-submission of such proof:			
Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with CHCDC or the state in the previous twelve months?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by CHCDC and who may be involved with the evaluation and or adjudication of this bid?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by CHCDC who may be involved with the evaluation and or adjudication of this bid?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
The full details of all directors / trustees / members / shareholders must be provided.			
Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number (if applicable)

Section I: Declaration of interest (to be completed by each director / trustee / member / shareholder mention above)

Details		Details to be provided	
Full Name of director / trustee / member / shareholder			
Identity Number:			
Position occupied in the Company (director, trustee, shareholder, member)			
Are you or any person connected with the bidder presently employed by CHCDC or the state?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes furnish the following details:			
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:			
If you are presently employed by CHCDC or the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, did you attach proof of such authority to the bid document?			Yes <input type="checkbox"/> No <input type="checkbox"/>
Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.			
If no, furnish reasons for non-submission of such proof:			
Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with CHCDC or the state in the previous twelve months?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by CHCDC who may be involved with the evaluation and or adjudication of this bid?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by CHCDC who may be involved with the evaluation and or adjudication of this bid?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, furnish particulars:			
DECLARATION	I, the undersigned, certify that the information furnished above is correct. I accept that CHCDC may reject the bid or act against me should this declaration prove to be false.		
SIGNATURE		DATE	

Section J: Declaration of bidders past supply chain management practices

- 1 This declaration will be used to ensure that when goods and services are being procured, all reasonable steps were taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - 2.1 abused CHCDC's supply chain management system;
 - 2.2 committed fraud or any other improper conduct in relation to such system; or
 - 2.3 failed to perform on any previous contract.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Have you (bidder and directors) been listed on the National Treasury's Database of Restricted Bidders as companies or persons prohibited from doing business with the public sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If so, furnish particulars:

Have you (bidder or any of directors) been listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If so, furnish particulars:

Have you (bidder or any of the 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"/>
---	--

If so, furnish particulars:

Was any contract between you (the bidder) and any organ of state including CHCDC 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"/>
---	--

If so, furnish particulars:

I /we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the information provided above is true and correct and that I / we acknowledge that CHCDC may, in addition to any other remedy it may have –

- (a) 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;
- (b) forward the matter for criminal prosecution

SIGNATURE OF BIDDER		DATE	
----------------------------	--	-------------	--

Section K: Certificate of independent Bid determination

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 rigging²). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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

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 OF BIDDER		DATE	
----------------------------	--	-------------	--

Section L: Supporting Documentation (checklist)

Interested service providers must attach with the submission of their Bids the following information:

Item	Description of Document	Check (Yes/No)	Disqualified
1	Is the Call Submission envelope sealed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
2	Is the Call number and details on outside of envelope?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
3	Is the original copies firmly bound for submission?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No
4	Is the general information form completed in full? <i>Annexure A?</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
4.1	Is an original and valid Tax Clearance Certificate submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
4.2	Are company registration documents submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
5	Has the service provider's location's been declared? <i>Annexure B?</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	No
6	Functionality information completed - <i>Section C - E</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
6.1	Is the Business Profile submitted including an organogram of the team?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
6.2	Is the proof of professional indemnity insurance submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
6.3	Are 3 letters of reference from previous clients submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
6.4	Are certified proof of qualifications, professional bodies, and CVs submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
6.5	List of similar projects setting out the nature of the projects and the date completed, short summary of the methodology used to tackle the project and related costing.	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
6.6	Does the submission contain an explanation of the full scope of work (methodology) in terms of the specification?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
7	Did you read the pricing instructions and complete in full the final pricing summary pages? <i>Section F1</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
8	Is the Preferential Points Claim form completed and supported documentation attached - <i>Section G?</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
8.1	Has the B-BBEE status level verification certificate attached.	Yes <input type="checkbox"/> No <input type="checkbox"/>	No**
9	Is the declaration of Interest completed and duly signed by the Bidder - <i>Section H</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
10	Is the declaration of Interest completed and duly signed by the shareholder's / members/trustees etc. <i>Section I</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
11	Is the bidder's declaration of past supply chain practices form completed in full and duly signed - <i>Section J?</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
12	Is the certificate of independent bid declaration completed and duly signed - <i>Section K?</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes

KINDLY NOTE THAT A FAILURE TO SUBMIT THE REQUIRED DOCUMENTATION WITH THE PROPOSAL WILL RESULT IN YOU PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION

****SHOULD YOU NOT SUBMIT THESE REQUIRED INFORMATION, YOU WILL NOT BE DISQUALIFIED, BUT WILL NOT BE AWARDED THE POINTS DURING THE SCORING PROCESS.**