



RE: URGENT CALL FOR PROPOSALS.

CALL NO: CDCLOGIC/01

CALL SUBJECT:

URGENT REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO MANAGE & IMPLEMENT THE ESTABLISHMENT OF A MULTI-PRODUCT FRESH PRODUCE SORTING AND PACKING FACILITY IN QUEENSTOWN

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

SECTION A

1. GENERAL INFORMATION

1.1. Description of the Urgent Request for proposal

Chris Hani Co-operative Development Centre is inviting capable and competent professional service providers to submit proposals for the provision of professional services to manage & implement the establishment of a multi-purpose fresh produce sorting and packing facility in Queenstown

1.2. Estimated timeline

The appointed service provider would be expected to complete the project in a period of three (3) months

1.3. Compulsory Briefing Session

A compulsory briefing session will not be held.

1.4. Submission of Proposals

RFP documents and the Supplier Database forms can be downloaded from www.chrishanicdc.org under tenders. All the Service Providers must fill in a Supplier Database Form. Proposal documents must be submitted in electronic form by email attention; Finance Manager – Mr Zingisa July – procurement@chrishanicdc.org on or before 20 December 2019.

Technical enquiries relating to the RFP may be addressed for the attention of Mrs Thandisa Mahe – thandisa@chrishanicdc.org / 045 838 8086 on business hours Monday to Friday. The cut-off date for request for information will be on the 13 December 2019.

CHCDC reserves the right to accept or not to accept any proposals either whole or in part and may not furnish reasons for its decision.

1.5. Estimated Project Value

The estimated Project Value is R 30 million

1.6. Preferential Procurement

This Service Provider is subject to the preferential procurement policy framework Act and the preferential procurement regulations, 2011 and the CHCDC Procurement Policy from time to time. Refer Annexure C for full disclosure requirements.

1.7. Evaluation Criteria

All proposals will be evaluated in 2 stages:

Stage 1	Involves an evaluation of Functionality only – At this stage Service Providers 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

1.7.1. Stage 1 – Evaluation Criteria

Implementation Proposal	90
Methodology (turn-key project design, implementation and management)	30
Packing Facility Design (Layout)	15

Floor Plan of Facility	15
Perspective Views of the facility	5
Detailed budget (to include – Civil works, Insulated Panelling, Packing Equipment, Salad Processing line, Processing line with scaling stations, Pre-Coolers and Coolers, Fencing, Electrical switchboards, cables and Lighting)	25

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

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

1.7.1.3. 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 Proposal under consideration

So = Total score for Proposal under consideration

Ms = Maximum possible score

1.7.1.4. 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 Service Provider for functionality.

1.7.2. Stage 2 – Evaluation Criteria

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

The maximum points for this Proposal are allocated as follows:

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

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

1.7.2.2. 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.

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

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

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

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

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

1.7.2.8. 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 Proposal s 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	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
	Ps = Points scored for comparative price of Proposal / offer under consideration Pt = Comparative price of Proposal / offer under consideration Pmin = Comparative price of lowest acceptable Proposal / offer	

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

1.7.2.10. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Service Provider 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

1.7.2.11. 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.

1.7.2.12. 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.

1.7.2.13. 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.

1.7.2.14. 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 Proposal .

1.7.2.15. 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.

1.7.2.16. A person will not be awarded points for B-BBEE status level if it is indicated in the Proposal documents that such a Service Provider 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 Service Provider qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

1.7.2.17. 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.

1.8. 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.

1.9. 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 Service Provider and the CHCDC shall in no way be liable to reimburse such costs incurred.

1.10. 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.

1.11. 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

1.12. Confidentiality

- 1.12.1. 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.
- 1.12.2. 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.
- 1.12.3. 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.
- 1.12.4. 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.

1.13. Inventions Patent and Copy-Rights

- 1.13.1. 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.
- 1.13.2. Provide CHCDC the sole and exclusive right to alter and adapt the work.
- 1.13.3. 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.

1.14. Ethics

- 1.14.1. 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.
- 1.14.2. 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 Proposal ding and /or engagement process.

1.15. Competition

- 1.15.1. 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 Service Provider s.
- 1.15.2. In general, the attention of Service Provider s is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive Proposal ing.
- 1.15.3. 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 Proposal ding.
- 1.15.4. 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.
- 1.15.5. 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.
- 1.15.6. In this regard Service Provider s 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 Proposal ding and / or engagement process.
- 1.15.7. 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.
- 1.15.8. 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 Proposal (s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Service Provider (s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages form the Service Provider (s) / contractor (s) concerned.

1.16. 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 Proposal . The publication of the Proposal does not commit the CHCDC to appoint any of the qualifying Service Provider s.

1.17. 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 Proposal process. The CHCDC reserves the right to appoint a Service Provider without conducting interviews.

1.18. Contract award

- 1.18.1. The successful Service Provider will be notified of the award in writing by the Finance Department of the CHCDC.
- 1.18.2. 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.
- 1.18.3. 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.
- 1.18.4. 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.
- 1.18.5. 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 Proposal and reserves the right to accept the Proposal 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.
- 1.18.6. The CHCDC will not entertain any request of feedback before the final awarding of the contract.

1.19. Full Disclaimer

- 1.19.1. 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.
- 1.19.2. 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.
- 1.19.3. 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.
- 1.19.4. 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.
- 1.19.5. Except in cases of criminal negligence or willful misconduct, and in the case of infringement the Service Provider 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

1.19.6. The aggregate liability of the Service Provider 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.

1.20. Enquiries

Details	Proposal 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 B

TERMS OF REFERENCE / CALL FOR PROPOSALS SPECIFICATIONS

1. Background

Emerging vegetable and fruit producers in the Chris Hani District & surrounding areas face a litany of constraints, with lack of postharvest handling facilities being one of those constraints that emerging farmers can hardly resolve without external intervention. The Chris Hani Co-operative Development Centre working with the Chris Hani Development Agency and funded by the Department of Economic Development Environmental Affairs and Tourism are establishing a packing and processing facility in Queenstown. We have identified that the establishment of key marketing infrastructure as being imperative in giving emerging vegetable and fruit producers a competitive edge.

The packing facility will be fully-fledged packing & processing facility that will enable the local farmers and co-operatives access to market and to prevent the many great losses they incurred in the price with regard to the production of fruit & vegetables. It is against this background that we require a professional service provider to implement and manage the establishment of the facility. It is to be noted that there is an already existing building that requires upgrade but the facility will not be built from scratch. The following sections provide more information on the project

2. Project Information

1.1. Project Location	District(s) :	Chris Hani District Municipality
	Local Municipality :	Enoch Mgijima Local Municipality
	Town :	Queenstown
1.2. Overview of the organization		
<p>Chris Hani Cooperative Development Centre is a Non Profit Company mandated to provide support to co-operative enterprises toward their sustainability. Its strategic mission is to provide direct development support to co-operatives, with a purpose of creating sustainable regional social economy through co-operative development.</p> <p>The focus of a Co-operative Development Centre is to respond to challenges faced by cooperatives on daily basis whilst developing them into sustainable and commercialised ventures that have an impact in economic transformation. It has invested in developing excellent systems to this regards having developed a depth understanding of the sector and have comprehensive understanding of the challenges and the world best practice.</p>		
1.3. Project Summary		
<i>OVERALL GOAL AND PURPOSE</i>		

The overall goal of this project is:

1.To establish a fresh produce packing and processing facility to enhance value chain development needed to facilitate economical marketing of fresh produce from various rural vegetable & fruit producing farmers and co-operatives

The project will address developmental problems of lack of marketing infrastructure and managerial and technical capacity of rural vegetable farmers necessary to move farmers from high input donor funded subsistence level farming towards commercialised quality driven production at required quality and yield levels necessary to supply major retail chains and markets with fresh fruit & vegetables.

1.4. Project Products

vegetables - Potatoes, cabbages, butternut, spinach, tomatoes, peppers, onions,
fruits - oranges, apples, pears, pomegranate, figs, berries

3. Scope of Work

The service provider is expected to provide professional services to implement and manage the establishment of the facility.

The key activities include but not limited to;

- The designs of the facility to include layout, isometric & perspective views
- Clear design of operational flow of the process from in-to-out of the facility
- Upgrading of the facility (civil works to match the requirements of fresh produce packing facility. To include repair of fire-fighting system, back-up water tanks, drainage installation, epoxy floor paint, access roads, fencing etc.)
- Establishment of Grading, Sorting, Processing Lines for multiple products
- Procurement & construction assistance and management
- Installation of cooling systems and Air conditioning as per packing facility requirements
- Complete rewiring of the packing facility with new lighting and main feed with a back-up generator
- Complete Security upgrade

4. Approach and Methodology

The approach and methodology to be proposed by the service provider will be the key to ensure a good outcome. Offering a turn-key solution and approach to the implementation of the project will be highly recommended.

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 C

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 Proposal. Such notification, in the original proposal or later, shall not relieve the service provider from any liability or obligation under the contract.

The Service Provider 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 A Proposal e 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 Service Provider 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 Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Service Provider 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 Service Provider's notice, CHCDC shall evaluate the situation and may at his discretion extend the Service Provider'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 Service Provider's point of supply is not situated at or near the place where the supplies are required, or the Service Provider's services are not readily available.

6.4 A delay by the Service Provider in the performance of its delivery obligations may render the Service Provider 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. DURATION OF THE CONTRACT

7.1 It is anticipated that the appointment will be made in the first week of January 2020 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.

8. PAYMENTS AND TAX

- 8.1** Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the Service Provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the Service Provider, with the exception of any price adjustments authorized at CHCDC's request for Proposal validity extension, as the case may be.
- 8.2** 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
- 8.3** 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.
- 8.4** 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.
- 8.5** 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 re-imburse 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 Service Provider's main office?	
	Other offices:	

Section C: 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 D: 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 Proposal .
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

Service Providers 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 Proposal			
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, Service Provider s must study the general conditions, definitions and directives applicable in respect of B-BBEE, as Proposal prescribed in the preferential procurement regulations, 2011.
2. Failure on the part of a Service Provider 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 Proposal , 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 Service Provider , either before a Proposal 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-BBE 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 Proposal ding 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 Service Provider 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	
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Section H: Declaration of interest (Service Provider)

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 Proposal (includes an advertised competitive Proposal , a limited Proposal , a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Proposal , 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 Service Provider or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - 1.1 the Service Provider is employed by CHCDC and the state; and/or
 - 1.2 the legal person on whose behalf the Proposal document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the proposal(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 Proposal .
2. In order to give effect to the above, the following questionnaires must be completed and submitted with the Proposal by both the Service provider or authorised representative of the Service Provider (Questionnaire A) and each director / trustee / member / shareholder (Questionnaire B) must complete the attached questionnaire;

Are you or any person connected with the Service Provider 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 Service Provider 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 proposal 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 proposal.			
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 Service provider, 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 Proposal?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, furnish particulars:			
Are you, or any person connected with the Service provider aware of any relationship (family, friend, other) between any other Service Provider and any person employed by CHCDC who may be involved with the evaluation and or adjudication of this Proposal?		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 submitting 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 Service Provider 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 Service Provider 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 Proposal 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 Proposal .		
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 Service Provider , have any relationship (family, friend, other) with a person employed by CHCDC who may be involved with the evaluation and or adjudication of this Proposal ?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If so, furnish particulars:		
Are you, or any person connected with the Service Provider aware of any relationship (family, friend, other) between any other Service Provider and any person employed by CHCDC who may be involved with the evaluation and or adjudication of this Proposal ?	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 Proposal ding 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 Proposal or act against me should this declaration prove to be false.	
SIGNATURE		DATE

Section J: Declaration of Service Provider s 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 Proposal of any Service Provider may be disregarded if that Service Provider , 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 Proposal .

Have you (Service Provider and directors) been listed on the National Treasury’s Database of Restricted Service Provider s as companies or persons prohibited from doing business with the public sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If so, furnish particulars:

Have you (Service Provider or any of directors) been listed on the Register for Proposal 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"/>
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If so, furnish particulars:

Have you (Service Provider 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"/>
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If so, furnish particulars:

Was any contract between you (the Service Provider) 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"/>
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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 SERVICE PROVIDER		DATE	
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Section K: Certificate of independent Proposal 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 Proposal ding (or Proposal rigging²). Collusive Proposal ding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

I, the undersigned, in submitting the accompanying Proposal 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 Proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Service Provider to sign this Certificate, and to submit the accompanying Proposal , on behalf of the Service Provider ;
4. Each person whose signature appears on the accompanying Proposal has been authorized by the Service Provider to determine the terms of, and to sign the Proposal , on behalf of the Service Provider ;
5. For the purposes of this Certificate and the accompanying Proposal , I understand that the word “competitor” shall include any individual or organization, other than the Service Provider , whether or not affiliated with the Service Provider , who:
 - (a) has been requested to submit a Proposal in response to this Proposal invitation;
 - (b) could potentially submit a Proposal in response to this Proposal invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Service Provider and/or is in the same line of business as the Service Provider
6. The Service Provider has arrived at the accompanying Proposal 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 Proposal ding.
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 Proposal ;
 - (e) the submission of a Proposal which does not meet the specifications and conditions of the Proposal ; or
 - (f) Proposal ding with the intention not to win the Proposal .
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 Proposal invitation relates.
9. The terms of the accompanying Proposal have not been, and will not be, disclosed by the Service Provider , directly or indirectly, to any competitor, prior to the date and time of the official Proposal 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 Proposal s and contracts, Proposal s 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 SERVICE PROVIDER		DATE	
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Section L: Supporting Documentation (checklist)

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

Item	Description of Document	Check (Yes/No)	Disqualified
1.	Are company registration documents submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
2.	Has the service provider's location's been declared?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No
3.	Functionality information completed	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
4.	Are certified proof of qualifications, professional bodies, and CVs submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	No
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.	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?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
8.	Is the Preferential Points Claim form completed and supported documentation attached	Yes <input type="checkbox"/> No <input type="checkbox"/>	No
9.	Has the B-BBEE status level verification certificate attached.	Yes <input type="checkbox"/> No <input type="checkbox"/>	No
10.	Is the declaration of Interest completed and duly signed by the Service Provider	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
11.	Is the declaration of Interest completed and duly signed by the shareholder's / members/trustees etc.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
12.	Is the Service Provider 's declaration of past supply chain practices form completed in full and duly signed –	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes
13.	Is the certificate of independent Proposal declaration completed and duly signed	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 YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION