

Stats SA 003/22

CLOSING DATE: 11:00 AM on 31 October 2022

### **BID DESCRIPTION**

APPOINTMENT OF AUTHORS TO BE CONTRACTED TO COMPILE 17 GOAL REPORTS AND 1 COUNTRY REPORT FOR 2023 SUSTAINABLE DEVELOPMENT GOAL.

ONE (1) SEALED ENVELOPE WITH ALL BID DOCUMENTS, i.e. (SBD 1, SBD 3.3, SBD 4, SBD 6.1, SBD 7.2, GENERAL CONDITIONS OF CONTRACT AND THE SPECIFICATION).

**NB**: BIDDERS ARE ALSO REQUESTED TO SUBMIT ONE (1) ORIGINAL PLUS ONE (1) COPY, ELECTRONIC COPY (USB) OF BID PROPOSALS AND RESPONSES.

#### **BRIEFING SESSION**

DATE: 14 OCTOBER 2022

TIME: 10:00 AM

VENUE: ISIBALO HOUSE, KOCH STREET

SALVOKOP PRETORIA

0002

NB: SERVICE PROVIDERS ARE REQUESTED TO BE AT THE VENUE OF BRIEFING SESSION AT 10H00 AM.

# FAILURE TO SUBMIT BIDS AS REQUESTED WILL INVALIDATE YOUR BID





### YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

**PLEASE TAKE NOTE** 

**BID NUMBER: STATS SA 003/22** 

**CLOSING TIME: 11:00 AM** 

CLOSING DATE: 31 October 2022

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

The SBD 1 - form must be signed in the original that is in ink - forms with photocopied signatures or other such reproduction of signatures may be rejected.

The SBD 4 - declaration must be completed and signed. NB: THIS DOCUMENT IS NOT FOR SALE

#### **BID DOCUMENTS MAY BE POSTED TO:**

Bid Section Statistics South Africa Private Bag x44 Pretoria

The bid documents may be deposited in the bid box which is Isibalo House, Koch Street, Salvokop, Pretoria, 0002



Bid documents that are posted must reach Statistics South Africa before the closing date of the bid

The bid box of Statistics South Africa is generally open between 06h00 to 16h00, 7 days a week. The bid box will be closed on the closing time of bids.

#### Call 012- 310 8940 / 6978 / 2114 / 2946 or 012 406 3154

Bidders should ensure that bids are delivered timeously to the correct address

#### SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

bids by telegram, facsimile or other similar apparatus will not be accepted for consideration

#### SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE





#### 1. SUBMISSION OF DOCUMENTS

- One (1) original bid proposal/response plus one (1) copy and electronic copy (USB) which must include all the SBD forms i.e. (SBD 1, SBD 2, SBD 3.3, SBD 4, SBD 6.1, SBD 7.2, general conditions of contract and terms of reference).
- 1.2 The original copy must be signed in ink by an authorized employee, agent or representative of the Bidder and initialized in each and every page of the bid.
- 1.3 Bids must be deposited into Statistics South Africa bid box on or before 31 October 2022 not later than 11h00 am South African Time. The Bid box is situated at the reception area of Statistics South Africa Head Office, Koch Street, Salvokop, Pretoria, 0002. All bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date as stipulated time.
- 1.4 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the bid Box. Failure to comply with this requirement will result in your Bid being treated as a "late bid" and will not be entertained. Such bids will be returned to the respective bidders.
- 1.5 No bid shall be accepted by Statistics South Africa if submitted in any manner other than as prescribed above.
- 1.6 All bidders should submit together with their bids, the Board Resolution confirming that the person signing the bid document is duly authorised to do so and to conclude any legal document on behalf of the company. Upon the award of the bid, the successful bidder shall enter into an agreement with the Department. The said agreement shall be in the Format of the Department.

#### 2. REASONS FOR DISQUALIFICATION

Statistics South Africa reserve the right to disqualify any service provider which does any one or more of the following, and such disqualification may take place without prior notice to the offending service provider.

- Service provider that submitted incomplete documentation and/or Information as per the requirements of this bid
- Service provider which submitted information that is fraudulent, factually untrue or inaccurate, for example, membership that do not exist, BBBEE credentials, experience, etc.
- Service provider that receive information not available to the other service providers
  that may result in such service provider having unfair advantage over other service
  providers.
- Service provider that does not comply with mandatory requirements as stipulated in this bid specification.



Dipalopalo tsa Aforikabonya - Dipalopalo tsa Aforika Borwa - Ezazibalo zaseNingizimu Afrika - Tshitatistika Afrika Tshipembe - Tinhlayo Afrika Ozonga



## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STATISTICS SOUTH AFRICA					
BID NUMBER:	STATS SA 003/22	CLOSING DATE:	31 OCTOBER 2022	CLOSING TIME:	11:00 AM
DESCRIPTION APPOINTMENT OF AUTHORS TO BE CONTRACTED TO COMPILE 17 GOAL REPORTS AND 1 COUNTRY REPORT FOR 2023 SUSTAINABLE DEVELOPMENT GOAL.					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:						
Isibalo House, Koch Street,	Salvokop, Pretori	a,0002				
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
	TCS PIN:			OR	CSD No:	
B-BBEE STATUS LEVEL			B-BBE	E STATUS		
VERIFICATION CERTIFICATE	Yes		LEVEL	-		Yes
[TICK APPLICABLE BOX] □ No			SWOR	N AFFIDAV	IT	□No
IF YES, WHO WAS THE CERTIFIC	ATE ISSUED BY?					



AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX			AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
			A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
			A REGIS	STERED AUDITOR		
			NAME:			
[A B-BBEE STATUS LEVEL VERIFICA QUALIFY FOR PREFERENCE POINTS		VORN AI	FFIDAVIT(F	FOR EMEs& QSEs) MU	JST BE SU	IBMITTED IN ORDER TO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		□No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐Yes ☐No  [IF YES ANSWER PART B:3 BELOW]
	[IF YES ENCLOSE F	1001				TART B.3 BELOW ]
SIGNATURE OF BIDDER				DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)						
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED T				TECHNICAL INFO	RMATIO	N MAY BE DIRECTED
DEPARTMENT/ PUBLIC ENTITY	Statistics South Africa			CONTACT PERSON		
CONTACT PERSON	Bid Office			TELEPHONE NUMBER		
TELEPHONE NUMBER 012-310 8940 / 697 or 012 406 3151		78 / 294	46 / 2114	FACSIMILE NUMBER		
FACSIMILE NUMBER				E-MAIL ADDRESS		
E-MAIL ADDRESS	Bidoffice@statssa.go	ov.za				

1.	BID SUBMISSION:		
	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE B ACCEPTED FOR CONSIDERATION.	IDS WILL NOT BE	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED - (NOT TO BE RE-TYPE	O) OR ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLO INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTIT COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	Y NUMBERS; TAX	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAM REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STA'S SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT BE SUBMITTED TO BIDDING INSTITUTION.	TUS MAY NOT BE	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTR IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.		
	TAX COMPLIANCE REQUIREMENTS		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATES OF THE PROFILE AND TAX STATES	(PIN) ISSUED BY TUS.	
2.3	3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.		
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.		
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EASUBMIT A SEPARATE PROOF OF $\ \ TCS\ /\ PIN\ /\ CSD\ NUMBER.$	CH PARTY MUST	
	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER A CSD NUMBER MUST BE PROVIDED.	DATABASE (CSD),	
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES NO	
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO	
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.			

### PART B TERMS AND CONDITIONS FOR BIDDING

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.





### **PRICING SCHEDULE**

LUE ADDED TAX (VAT)
7 GOAL REPORTS AND 1 L.
R
ote sustainable agriculture.
R
R
ning opportunities for all.
R



Goal 5	
Achieve gender equality and empower all women and girls.	R
Goal 6	
Ensure availability and sustainable management of water and sanita	ition for all.
	R
Goal 7	
Ensure access to affordable, reliable, sustainable and modern energ	y for all.
	R
Goal 8	
Promote sustained, inclusive and sustainable economic growth, full a and decent work for all.	and productive employment
	R
Goal 9	
Build resilient infrastructure, promote sustainable industrialisation an	d foster innovation.
	R
Goal 10	
Reduce inequality within and among countries.	R
Goal 11	
Make cities and human settlements inclusive, safe, resilient and sus	tainable.
	R



Goal 12	
Ensure sustainable consumption and production patterns.	R
<u>Goal 13</u>	
Take urgent action to combat climate change and its impacts.	R
Goal 14	
Conserve and sustainably use the oceans, seas and marine resource development.	es for sustainable
	R
<u>Goal 15</u>	
Protect, restore and promote sustainable use of terrestrial ecosyste	ems, sustainably manage
forests, combat desertification, halt and reverse land degradation and	I halt biodiversity loss.
	R
Goal 16	
Promote peaceful and inclusive societies for sustainable developmen justice for all and build effective, accountable and inclusive institution	•
<u>Goal 17</u>	R
Strengthen the means of implementation and revitalize the global part Development.	tnership for Sustainable
Country Report	R
2023 SDG Country report	R



Required by: Statistics South Africa	
Please Note:	
Is the offer to specification	YES/NO.
If not to specification, state deviation(s).	
*Price: Firm/ not firm	
If not firm state reason:	
Any enquiries regarding bidding procedures may be directed to:	
STATISTICS SOUTH AFRICA	
Bid Office	
Call 012- 310 8940 / 6978 / 2114 / 2946 or 012- 406 3154	
E-MAIL ADDRESS	
bidoffice@statssa.gov.za	



#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

#### 2. Bidder's declaration

2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners o any person having a controlling interest1 in the enterprise, employed by the state?  YES/NO
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, if applicable state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.





2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?YES/NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
2.3.1	If so, furnish particulars:
3 DI	ECLARATION
	I, the undersigned, name)
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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





- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date	
E	200000	
Position	Name of bidder	





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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. Preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



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

#### 2. **DEFINITIONS**

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





#### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

or

$$Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
11	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5.	BID DECLARATION
5.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
6.1	B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
	(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.
7.	SUB-CONTRACTING
7.1	Will any portion of the contract be sub-contracted?
	YES NO
7.1.1	If yes, indicate:
	i) What percentage of the contract will be sub-contracted
	(Tick applicable box) YES NO

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

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



8.	DECL	ARATION WITH REGARD TO COMPANY/FIRM				
8.1	Nan	Name of company/firm				
8.2	VAT	VAT registration number				
8.3	Con	npany registration number				
8.4	TYF	PE OF COMPANY/ FIRM				
	0	Partnership/Joint Venture / Consortium				
	0	One-person business / sole propriety				
	0	Close corporation				
	0	Company				
	0	(Pty) Limited				
	Пс	K APPLICABLE BOX]				
8.5	DES	CRIBE PRINCIPAL BUSINESS ACTIVITIES				
		***************************************				
0.6						
8.6	CON	MPANY CLASSIFICATION				
	$\circ$	Manufacturer				
	0	Supplier				
	0	Professional service provider				
	0	Other service providers, e.g. transporter, etc.				
	[Tici	X APPLICABLE BOX]				
8.7	Tota	I number of years the company/firm has been in business				



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

WITNESSES	SIGNATURE(S) OF BIDDERS(S)
2	ADDRESS



#### **CONTRACT FORM - RENDERING OF SERVICES**

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

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

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011:
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.



I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 I confirm that I am duly authorised to sign this contract.
 NAME (PRINT)
 WITNESSES
 Name:
 Capacity

NAME OF	FIRM	 900000	0000	 	
INAIVIE OF	LILZIAI	 *********	CERTIFICATION (CERTIFICATION )	 	S

SIGNATURE .....



Signature .....



#### **CONTRACT FORM - RENDERING OF SERVICES**

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	L	(4)	in my capacity as	
		6	accept your bid under reference	
	numberda	ted	for the rendering of services	
	indicated hereunder and/or ful	rther specified in the	annexure(s).	
2.	An official order indicating ser	vice delivery instruc	tions is forthcoming.	
3.	I undertake to make payment and conditions of the contract		dered in accordance with the terr lys after receipt of an invoice.	ns

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)



4. I confirm that I am duly author	rised to sign this contract.
	ON
OFFICIAL STAMP	
	WITNESSES  Name  Date

#### Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

#### **NOTES**

The purpose of this document is to:

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

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

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

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#### **General Conditions of Contract**

#### 1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

- Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

#### 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

#### 4. Standards

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

# 5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### 7. Performance security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

#### 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery and documents

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

#### 11. Insurance

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

#### 12. Transportation

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

### 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### 17. Prices

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

### 18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

#### 20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

# 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22. Penalties

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

### 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2:
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a
  provisional payment or anti-dumping or countervailing right is
  increased in respect of any dumped or subsidized import, the State is
  not liable for any amount so required or imposed, or for the amount of
  any such increase. When, after the said date, such a provisional
  payment is no longer required or any such anti-dumping or
  countervailing right is abolished, or where the amount of such
  provisional payment or any such right is reduced, any such favourable
  difference shall on demand be paid forthwith by the contractor to the
  State or the State may deduct such amounts from moneys (if any)
  which may otherwise be due to the contractor in regard to supplies or
  services which he delivered or rendered, or is to deliver or render in
  terms of the contract or any other contract or any other amount which
  may be due to him

#### 25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

### 28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

### 29. Governing language

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

### 30. Applicable law

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

#### 31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

# 33. National 33.1 Industrial Participation (NIP) Programme

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

General Conditions of Contract (revised February 2008)



# BID TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER OR SERVICE PROVIDERS TO DRAFT THE 2023 SUSTAINABLE DEVELOPMENT GOALS (SDGS) 17 GOAL REPORTS AND COUNTRY REPORT

### AIM AND TERMS OF REFERENCE

#### 1. Aim

To invite service provider(s) to undertake the writing of the 2023 Sustainable Development Goals (SDGs) Country Report and related 17 goal reports through an open bidding process.

## 2. Background

- 2.1 Statistics South Africa (Stats SA) is coordinating the writing of Goal reports and the SDG Country report for the 2023 period. The reporting on SDGs by South Africa will be done for the third time since the adoption of the SDGs in 2015. The reporting on SDGs started in 2017 when the SDG baseline report was produced, this was followed by goal reports, thematic reports and the SDG country report in 2019.
- 2.2 The SDG is a global agenda, with periodic reports being prepared and presented at the United Nations General Assembly (UNGA). The 17 Goal reports are going to be the basis for the compilation of the SDG 2023 country report which will be presented at UNGA in September 2023. In order to ensure public ownership and that the report is viewed as a Country report instead of a Government report, Statistics South Africa as the coordinating agency appoints external writer(s)/ author(s) to draft the report.
- 2.3 Reporting on the SDG progress is expected within the context of other national indicators and targets in line with the global standards and principles. The content of the report should be in line with the UN guidelines of producing a country and goal reports.
- 2.4 At the country level, the SDG report(s) aim to engage political leaders, top decision-makers, civil society organisations (CSOs), the general public, academia, the private sector, and the media on issues relating to poverty reduction and sustainable human development with a view to promote quality living standards for the majority of the populace, a peaceful and harmonious society and inclusive development.
- 2.5 Stats SA, as the focal point of the SDG drafting process, is in the process of initiating the preparation of the 2023 Sustainable Development Goals Country Report (SDGR 2023) and related goal reports. It will do this by procuring the services of individual(s) or institution(s) that have expertise in development issues and are conversant with the South African socio-economic landscape as service providers to write the goal reports, and harmonise these reports into the main report in line with international standards and core values.
- 2.6 The award will be in two stages i.e. award for 17 Goal reports and Country report.



# 3. Terms of reference and roles and responsibilities of the parties.

Through discussions and interactions with stakeholders, prepare seventeen (17) goal reports (as determined by Stats SA) and a country report that is of good quality, and of which Stats SA will have copyright.

The expected draft reports must cover SDG indicators, domesticated as well as additional indicators as proposed by the sectoral working groups (SWGs).

Compile seventeen (17) individual goal reports and one (1) country report. For the purpose of this bid, goal reports are as follows:

# 3.1 Please tick the box of goal(s) you would like to bid for.

Goal Reports	Bidding
Goal 1: End poverty in all its forms everywhere.	
Goal 2: End hunger, achieve food security and improved nutrition and promote sustainable agriculture.	
Goal 3: Ensure healthy lives and promote well-being for all at all ages.	
Goal 4: Ensure inclusive and equitable education and promote lifelong learning opportunities for all.	
Goal 5: Achieve gender equality and empower all women and girls.	
Goal 6: Ensure availability and sustainable management of water and sanitation for all.	
Goal 7: Ensure access to affordable, reliable, sustainable and modern energy for all.	
Goal 8: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all.	
Goal 9: Build resilient infrastructure, promote sustainable industrialisation and foster Innovation.	
Goal 10: Reduce inequality within and among countries.	
Goal 11: Make cities and human settlements inclusive, safe, resilient and Sustainable.	
Goal 12: Ensure sustainable consumption and production patterns.	



Goal 13: Take urgent action to combat climate change and its impacts.	
Goal 14: Conserve and sustainably use the oceans, seas and marine resourt for sustainable development.	ces
Goal 15: Protect, restore and promote sustainable use of terrestrial ecosystem	ms,
sustainably manage forests, combat desertification, halt and reverse la degradation and halt biodiversity loss.	and
Goal 16: Promote peaceful and inclusive societies for sustainable developmed provide access to justice for all and build effective, accountable and inclusions at all levels.	ent, sive
Goal 17: Strengthen the means of implementation and revitalise the glo partnership for Sustainable Development.	bal

# 3.2 Please tick if you will be bidding for the country report

Country Report	Bidding
2023 SDG Country report	

#### 3.3 Stats SA shall:

- 3.3.1 Coordinate, through its governance structures (National Coordinating Committee (NCC), Sustainable Development Goals Secretariat, Sectoral Working Groups (SWGs), Technical Working Group (TWG), Report Drafting Team (RDT), Expanded Report Drafting team (ERDT)), and review authors, the drafting of Goal and Country report.
- 3.3.2 Provide the report drafting team with the necessary quality data and metadata to compile the reports.
- 3.3.3 Facilitate regular feedback/review sessions with report drafting teams.
- 3.3.4 Provide fora for interaction between the report drafting teams and relevant stakeholders.
- 3.3.5 Review the quality of reports presented by the report drafting teams.
- 3.3.6 Facilitate the validation and approval of the Goal and Country reports.

# 3.4 The appointed individual(s) or institution(s) shall adhere to the following:

3.4.1 Actively participate in the stakeholder forums such as (but not limited to) the methodology and validation workshops, as well as the ratification meeting to prepare the report for ownership and national relevance.



- 3.4.2 Through the SDG Secretariat, deliver the validated goal reports and the draft Sustainable Development Goals Country Report for review and comment by the relevant governance structures and any other structure(s) that may be proposed.
- 3.4.3 Present the draft country report and goal reports to the relevant governance structures and any other structure(s) that may be proposed.
- 3.4.4 Integrate comments from the relevant governance structures and any other structure(s) that may be proposed into a final report.
- 3.4.5 Where required, attend meetings of the relevant governance structures and any other structure that may be proposed.
- 3.4.6 The service provider(s) will, at regular intervals, report directly to the SDG secretariat within Stats SA.
- 3.4.7 The appointed service provider(s) will collaborate closely with the members of the relevant governance structures and any other structure(s) that may be proposed.
- 3.4.8 All correspondence, draft and final reports are to be submitted to the secretariat only.
- 3.4.9 Any additional data source the service provider may deem suitable for the report should be referred to the SDG secretariat for collection and quality assurance.
- 3.4.10 Submit a final set of goal reports and the 2023 Country Report.

### 3.5 The appointed individual(s) or institution(s) shall:

- 3.5.1 Review the current state of the relevant sector.
- 3.5.2 Review the policies and interventions strategies employed or being considered by key government institutions towards achievement of the relevant SDG targets.
- 3.5.3 Review the level of implementation of said policies and strategies.
- 3.5.4 Review the key challenges to the achievement of the SDG targets for each goal.
- 3.5.5 Suggest possible/alternative policies and strategies to fast-track the achievement of the goals, where necessary.
- 3.5.6 Suggest, for each of the goals, key priority activities that government needs to pay attention to.
- 3.5.7 Suggest formation of strategic partnerships with other development stakeholders in the country, including civil society organisations, the organised labour and private sector.



3.5.8 Suggest possible strategies for mainstreaming SDGs into the national development agenda.

# 3.6 Timeframe

Time allocated	Tasks
6 weeks	<ul> <li>Participate in the methodology workshop.</li> <li>Interactions with sectoral working groups, expanded report drafting team and SDG secretariat.</li> <li>Desktop review of existing situation, issues and challenges.</li> <li>Collect data from SDG secretariat and hold discussions with stakeholders.</li> </ul>
8 weeks	Data analysis, report writing and technical editing of goal reports and country report.
6 weeks	Post-drafting activities, including report validation, ratification as well as integration of comments and submission of final reports, including recommendations by goal authors and national coordinating committee.



# 4. Report format

The following will be required from the successful bidder/s. (Bidders are requested to pertinently address compliance/non-compliance to these requirements in their proposals):

# 4.1 Specifications for 1 Country Report and 17 Goal Reports

This section outlines the length and formats applicable for both Goal and Country reports.

# 4.1.1 Length and format of the executive summary.

This section should be short and concise with a maximum of 5 pages for the **goal report** and 20 pages for the **country report**, covering the outline indicated below:

- Introduction (including preparatory process);
- Context of the SDGs (National and other relevant development agendas);
- Main findings and proposals.

# 4.1.2 Length and format of the Goal report should be 30 - 50 pages and Country report a maximum of 200 pages, covering the areas indicated below:

- Introduction (including preparatory process);
- Context of the SDGs (National and other relevant development agendas);
- Status at a glance;
- Body of the report to a maximum 10 pages per goal;
- Conclusion;
- Proposals for further improvement.

#### 4.1.3 Content

- An introduction that briefly explains preparation of the report, participation of different stakeholders, research and writing;
- Country-specific development context; international, continental and other relevant contexts;
- Current innovative policies and strategic interventions to achieve or accelerate achievement of goals and targets;
- Suggested policy/strategic interventions to achieve goals and targets;
- Each indicator/theme, highlighting the status of progress between the selected base year and current year (or closest year with available data), taking into account the principle of leaving no-one behind;
- Sharing of experiences, including challenges faced, successes, and lessons learnt;
- Conclusion:
- Way forward/proposals for further improvements.



5.	Qualifying criteria	Yes	No	Comments
	5.1. Compliance to the bid terms of reference (ToR) (see section 3).			
	<ul> <li>5.2. A comprehensive organisational/ individual profile with the following:</li> <li>Management structure.</li> <li>References of current and previous report writing and research assignments (i.e. name of department/organisation, telephone number, contact person and period).</li> <li>Experience and track record.</li> </ul>			
	5.3. Expected profile of authors.			
	5.3.1 Significant knowledge of and experience in reporting progress in development, preferably in the South African context.			
	5.3.2 Significant experience in providing high-level technical and policy advice to national government departments, preferably in the SDG, development, or national planning context.			
	5.3.3 Ability to work under pressure, adhere to deadlines and ensure accuracy of information and attention to detail.			
	<ul> <li>5.3.4 The following skills are required:</li> <li>A high level of computer literacy.</li> <li>Highly proficient in data analysis and report writing.</li> <li>Strong interpersonal and networking skills.</li> <li>A proven publication track record.</li> </ul>			
	5.3.5 The appointed individual(s) or institution(s) will collaborate in the report-writing process.			
NE	Bidders must indicate compliance or non-compliance to a in this document by marking "Yes" or "No" where applica is required/given, attach to the bidding documents with c paragraph numbers. Bids not completed in this manner w and will be disqualified.	ble. If a cross-re	ddition ferenci	al explanation ng to relevant
6.	Competencies			
	6.1 A minimum of a master's degree in the relevant sector is require	ed for ea	ach exp	ert.
	6.2 Have at least ten years' research experience in area relevant to t record of publication in the field.	the SDG	sector,	with a track
	6.3 In the case of institutions, individuals must have at least ten ye SDG sector, with a track record of publication in the field.	ears' exp	perience	in the relevant



- 6.4 In the case of institutions, the bidder must indicate the lead person and attach their CV.
- 6.5 Have expertise in the field(s) or area(s) aligned to the relevant SDG goal(s) (refer to 6.1 above).
- 6.6 Excellent knowledge and use of the English language, especially fluency in written and spoken English.
- 6.7 Excellent communication and facilitation skills.

# 7. Project management

- 7.1 The successful bidder(s) shall work in conjunction with Chief Director: Statistical Reporting and the director(s)/staff member(s) assigned to the project from Stats SA on the planning of the various phases of the project, wherein all the objectives and deadlines will be indicated. Milestones shall be in accordance with target dates.
- 7.2 The successful bidder(s) accepts all financial responsibility regarding the deviation from the set objectives that cannot be ascribed to the actions of Stats SA.
- 7.3 The successful bidder(s) shall ensure that deviations from the set objectives, that cannot be ascribed to the actions of Stats SA, be made up in non-recoverable time within the timeframes of each relevant phase of the process.
- 7.4 The successful bidder(s) shall be held liable for the deviation from the objectives as a result of discontinuity of the service provided by the bidder(s) that cannot be ascribed to the actions of Stats SA.
- 7.5 The successful bidder(s) will be required to provide project plan(s) that must be approved by Stats SA before the execution phase of the project begins.
- 7.6 The successful bidder(s) shall not sub-contract any portion of the project.

#### 8. General conditions

The following conditions must be read in conjunction with General Conditions of Contract (GCC).

# 8.1 Compliance

- 8.1.1 Bidders must comply with all specifications of this bid. If additional information is required, bidders shall be prepared to respond in full and attach an addendum to the bid response, clearly indicating the corresponding relevant section or paragraph they are referring to.
- 8.1.2 It is imperative that bidders indicate their compliance with all the conditions as outlined in the GCC. Failing to indicate agreement of compliance/non-compliance shall result in Stats SA disqualifying the bid.



- 8.1.3 Responding to questions or supplying detail by referring to other sections shall under no circumstances be accepted.
- 8.1.4 The requirements in this bid are the minimum and non-compliance thereto may result in the bid being disqualified.
- 8.1.5 This bid shall be valid for 90 days after the closing date.

# 9. Special conditions

- 9.1 Bidders should submit, together with their proposals, the Board Resolution confirming that the person signing the bid document is duly authorised to do so and to conclude any legal documents on behalf of the company.
- 9.2 Upon awarding of the bid, the successful bidder shall enter into an agreement with Stats SA. The said agreement shall be in a format prescribed by Stats SA.
- 9.3 Stats SA may conduct security screening of bidders in compliance with section 2A of the National Strategic Intelligence Act, 2002 (Act No. 67 of 2002). This security screening shall be done through an independent body/organisation.
- 9.4 All documentation specifically developed for this process remains the property of Stats SA and should be submitted on completion of the project. There will be no acknowledgement of authors in the report(s).
- 9.5 It is Stats SA's intention to award the contract to a single bidder or a number of bidders.
- 9.6 The successful bidder(s) shall provide the service required based on the set timelines and as per schedule to be provided by Stats SA.
- 9.7 The bids must be calculated at a rate in line with the Stats SA rules and regulations for a comparable assignment. (Stats SA reserves the right not to accept the lowest bid if the minimum required points for functionality are not achieved.)
- 9.8 Once a bid has been accepted by Stats SA, this document along with a contract for report writers, will be binding between the successful bidder(s) and Stats SA.
- 9.9 All prices quoted must be in South African rand (ZAR), be inclusive of value added tax (VAT), and must set out a detailed breakdown of professional fees or any other disbursements, per goal and country report.
- 9.10 Stats SA reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to awarding of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the action.



- 9.11 Prior to expiration of the period of proposal validity, Stats SA will award the contract to the qualified bidder(s) whose proposal(s), after being evaluated, is (are) considered to be the most responsive to the needs of the activity concerned.
- 9.12 Reference checks shall be conducted by Bid office officials.
- 9.13 Stats SA reserves the right not to award for all the goals.
- 9.14 In order to ensure that bidders have a clear understanding of the scope of work to be done, a compulsory briefing session will be held. Only bidders who have attended the briefing session will be considered.

# 10. Evaluation criteria

The bid will be evaluated in two stages.

10.1 The first stage of evaluation is based on functionality of the service provider, which will evaluated using the following criteria and points:

	Th th sta	2.1.1 FUNCTIONALITY  The bid submission shall contain sufficient information to demone bid evaluators that they are able to deliver and comply with the andards. Bids not completed in this manner will be considere complete and will be disqualified.	the set	POINTS
Man	agen	nent plan		
•	Rep	utation of institution and individual:		10 points
	0	At least 10 journal publications in international indices	10	
	0	Between 7 and 9 journal publications in international indices	8	
	0	Between 3 and 6 journal publications in international indices	6	
	0	Between 1 and 2 journal publications in international indices	4	
	0	No journal publications in international indices	0	
NB:	Wi	dders that score less than 8 points out of 10 points for manage Il be considered as submitting a non-responsive bid and value and value of the formal state of the considered for further evaluation.	ement plan will not be	
Relevagen	vance cies/(	of specialised knowledge, experience of similar work, work digovernment departments:	one for UN	20 points
		rience of 6 years or more in reporting progress in development ding high-level technical and policy advice to institutions.	work AND	



- Experience of 6 years in reporting progress in development work OR providing high-level technical and policy advice to institutions.
- Experience of less than 6 years in reporting progress in development work AND providing high-level technical and policy advice to institutions.
- Experience of less than 6 years in reporting progress in development work OR providing high-level technical and policy advice to institutions.

NB: Bidders that score less than 15 points out of 20 points for resource plan will be consider as submitting a non-responsive bid and will not be considered for further evaluation.

# 10.1.2. Organisational overview

A comprehensive profile of the bidder shall be attached in an addendum to the response. The profile shall contain at least the following information:

- Organisational size and structure;
- A list of reference organisations (listing contact name, address, telephone, fax and e-mail address) of at least three (3) organisations where the bidder has performed similar work.
- 10.2. The second stage of evaluation is based on price and B-BBEE status level, which will be evaluated using the following criteria and points:

Price: 80 points

BBBEE status level: 20

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



			Comply: Yes/No	Comment	
11.	Subr	mission of bids			
	11.1	Bidders are required to submit one (1) original plus one (1) copy and one electronic copy (USB) of the bid document.			
	11.2	Stats SA may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information <b>within 48 hours</b> after the request has been made, otherwise the bidder will be disqualified.			
	11.3	Bids received after the closing date and time will be disqualified.			
12.	Infor	mation session			
	A briefing session will be held as follows:				
	A bri	eting session will be held as follows:			
	Date: Time Venu	eting session will be held as follows:  : 14 October 2022 : 10H00  e: Statistics South Africa, ISIbalo House, Koch Street, okop, Pretoria, 0002			
	Date: Time Venu Salvo	: 14 October 2022 : 10H00 :e: Statistics South Africa, ISIbalo House, Koch Street,			
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