LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COGHSTA - LIMPOPO						
BID NUMBER:	**COGHSTA B12/2024-25**	**CLOSING DATE:**	**02 SEPTEMBER 2024**	**CLOSING TIME:**	**11H00**	
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDER TO REVIEW AND UPDATE THE LIMPOPO PROVINCIAL DISASTER MANAGEMENT PLAN FROM LEVEL 2 TO LEVEL 3 FOR A PERIOD OF EIGHT (08) MONTHS**					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET)						
20 RABE STREET						
HENSA TOWERS						
POLOKWANE						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MALEGABATA NP**	CONTACT PERSON	**DR MAKANANISA TD**
TELEPHONE NUMBER	**015-294 2289**	TELEPHONE NUMBER	**015 284 5503**
E-MAIL ADDRESS	**MalegabataNP@coghsta.limpopo.gov.za**	E-MAIL ADDRESS	**MakananisaTD@coghsta.limpopo.gov.za**

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						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. 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 (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………

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SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder…………………………………… Bid number ………………………………………………

Closing Time **11:00** Closing date **02 September 2024**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: …………………………………
- At: …………………………………

  …………………………………
- Brand and model …………………………………
- Country of origin …………………………………
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …………………………………
- Period required for delivery …………………………………

  *Delivery: Firm/not firm
- Delivery basis …………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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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 or 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

1 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. DECLARATION

I, the undersigned,

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

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.

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.

2 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 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
………………………………	………………………………………
Position	Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state:**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. *(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Limpopo Province- Latest (not older than three months) Municipal Account/Traditional Council letter	4	
Black people -Valid Sworn Affidavit	2	
Persons with Disability	2	
Youth - Certify ID copy (not older than six months)	2	
Women - Certified ID copy (not older than six months	4	
SMME's	6	
TOTAL	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	……………………………………… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………

SBD 7.2

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)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…………………………………… in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number B12 /2024-2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……………………………

CAPACITY ……………………………

SIGNATURE ……………………………

NAME OF FIRM ……………………………

DATE ……………………………

WITNESSES

1 ………………………………
…….

2 ………………………………

CONFIDENTIAL

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE LIMPOPO PROVINCIAL DISASTER MANAGEMENT PLAN FROM LEVEL 2 TO LEVEL 3 FOR A PERIOD OF EIGHT (8) MONTHS

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE LIMPOPO PROVINCIAL DISASTER MANAGEMENT PLAN FROM LEVEL 2 TO LEVEL 3 FOR A PERIOD OF EIGHT (8) MONTHS

1. PURPOSE

1.1 To enable the Department of Co-operative Governance, Human Settlements and Traditional Affairs (CoGHSTA) to procure the services of a service provider to review and update the Limpopo Provincial Disaster Management Plan from level 2 to level 3.

2. BACKGROUND

2.1 The Disaster Management Act, 2002 (Act No. 57 of 2002) (DMA) obliges all organs of state and other institutional role-players involved in disaster management to develop, regularly review, update, coordinate, share and implement disaster management plans (DMP). The province must co-ordinate and align the implementation of its plan with those of other organs of state and institutional role players; and the plan must be reviewed and updated regularly.

2.2 Section 39 of the act mandates each province to prepare and implement a provincial disaster management plan for the province, setting out:-

2.2.1 How provincial disaster coordination is aligned to the implementation of the plans of other organs of state.

2.2.2 Measures aimed at reducing the vulnerability of disaster-prone areas, communities, and households.

2.2.3 Roles and responsibilities regarding emergency response and post disaster recovery and rehabilitation.

2.2.4 The required capacity to deal with possible disasters.

2.2.5 Disaster management strategies, contingency plans, and emergency procedures in the event of disaster, including measures to finance these strategies.

2.3 CoGHSTA seeks to appoint a service provider to review the current Disaster Management Plan from Level 2 Disaster Management Plan to a Level 3 Disaster Management Plan. The review and update of the Disaster Management Plan includes one of the most significant stages namely community-based disaster risk assessment and review of macro risk assessment. The anticipated date for completing the process is 8 months' time.

2.4 A Level 3 Disaster Risk Management Plan applies to national, provincial, and municipal organs of state that have established foundational institutional arrangements for disaster risk management and essential supportive capabilities.

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2.5 The Provincial Disaster Management Centre (PDMC) is charged with the responsibility to preside in all matter's disaster management. A reviewed and updated plan will not only articulate the extent to which climate has changed, but also the coordination and implementation of a provincial disaster risk reduction strategy that is duly informed by rapidly changing disaster hazard profile and the levels of exposure to disaster risks.

3. AIM OF THE PROJECT

3.1 To review and update the level 2 Disaster Management Plan to produce a level 3 Disaster Management Plan.

3.2 To achieve coordinated and integrated approach among all role players and stakeholders whose business is disaster risk management in the province.

3.3 To implement uniformity in providing guidance to support disaster risk management planning, disaster preparedness disaster response and recovery operations.

4. SCOPE OF WORK

4.1 To review and update the current level 2 Disaster Management Plan to level 3 Disaster Management Plan for Limpopo province.

4.2 Ensure that institutional arrangements for coordinating disaster management in the province are clearly spelt out in line with the four critical outcomes stated hereunder:

4.2.1 *Critical Outcome 1:*
Establish specific institutional arrangements for coordinating and aligning disaster management plan.

4.2.2 *Critical Outcome 2:*
Establish mechanisms to ensure informed and ongoing risk assessment.

4.2.3 *Critical Outcome 3:*
Develop comprehensive province-wide risk reduction strategy.

4.2.4 *Critical Outcome 4:*
Develop mechanisms to ensure the alignment and relevance level 3 disaster management plan with the legislative frameworks.

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5. REQUIREMENTS FOR THE APPOINTMENT OF THE SERVICE PROVIDER

5.1 Bidders are expected to outline in detail the methodology they intend to use.

5.2 Bidders are expected to develop a clear implementation plan which outline milestones, time frames deliverables with costs and will form part of Service Level Agreement (SLA) in line with 7 and 8 below.

5.3 Bidders should outline their skills transfer engagement process to internal employees through every stage of the project.

5.4 Bidders must demonstrate competencies and experience for reviewing and updating a disaster management plan in line with evaluation criteria below.

5.5 An NQF accredited qualification in Disaster Management discipline is required as proof of level of understanding of the discipline for successful completion of the task in line with evaluation criteria below.

6. TASK MILESTONES

The appointed service provider shall accomplish the task based on the Project Implementation Plan aligned in line with the stages and outputs hereunder:

Item No.	Stages	Output	Tasks/ Key deliverables:
6.1	Stage 1	Preface and Gap Analysis. *Output*: Pre-assessment and gap analysis to determine compatibility of the existing plan	6.1.1 Assess Provincial Disaster Management plan and identify existing gaps that pose a challenge for the implementation of that plan. 6.1.2 Based on the assessment in no.1, indicate how the weaknesses identified could be addressed for purposes of the implementation of the disaster plan. 6.1.3 Identify alignment required in the review of Provincial Disaster Management Plan from District Disaster Management Plans and disaster plans for Provincial Organs of State. 6.1.4 Practical implementation process plan to implement the review of Provincial Disaster Management Plan as in 6.1 above

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Item No.	Stages	Output	Tasks/ Key deliverables:
6.2	Stage 2	Integrated Institutional Capacity.	6.2.1 Determine the institutional capacities required to provide efficiency, expandable, and interoperable disaster management plan for the province. 6.2.2 Consult with project partners and stakeholders on information storage systems. 6.2.3 Scope information management arrangements to assess how different stakeholders can access the plans. 6.2.4 Update risk profile for the province incorporating comprehensive risk assessment findings. 6.2.5 Identify feasible options for disaster management planning and procedures including advantages and disadvantages of each option, full costs to maintain the plan. 6.2.6 Verify that all Provincial organs of state have developed their respective Disaster Management Plans and Risk Reduction strategies to ensure coherence. 6.2.7 Provincial Stakeholder Management and Engagement Strategy incorporating key partners and potential partners for fulfilling the processes for hazard identification and disaster risk assessment.

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Item No.	Stages	Output	Tasks/ Key deliverables:
6.3	Stage 3	Disaster Risk Assessment. _Output 1:_ Updated risk spatial representation (risk maps) of vulnerable areas _Output 2:_ Updated risk profile for the province informed by a comprehensive risk assessment finding	6.3.1 Conduct a comprehensive disaster risk assessment for the province. 6.3.2 Review all the identified risks that are prone to the province. 6.3.3 Develop a uniform approach to assessing and monitoring disaster risks that will inform disaster risk management planning and disaster risk reduction undertaken by organs of state and other role players. 6.3.4 Updated spatial representation (detailed maps) of vulnerable areas in a shape file format per District. 6.3.5 Provide analysis of the Disaster Plans from the Districts. 6.3.6 Provide quantitative and qualitative risk identification and assessment report.
6.4	Stage 4	Disaster Risk Reduction Strategy and Preparedness _Output 1:_ Preparedness Plan _Output 2:_ Synchronize with the District Disaster Management Plans and those of Provincial Organs of State	6.4.1 Determine integrated uniform approaches for preparedness. 6.4.2 Integrate disaster risk reduction strategies from leading agencies. 6.4.3 Recommend early warning applications which are compatible with existing systems of all organs of state to bolter Disaster Risk Reduction Strategy. 6.4.4 Deliver a report outlining the Risk Reduction Plan and Risk Reduction Strategy

Item No.	Stages	Output	Tasks/ Key deliverables:
6.5	Stage 5	Response Plan. *Output:* Training for implementation of the information systems and data management systems.	6.5.1 Determine the incident reporting. 6.5.2 Incorporate the functionality and the Incident Command System in line with the profiled hazards. 6.5.3 Ensure that significant events or disasters incidents threatening to occur are monitored using Artificial Intelligent (AI). 6.5.4 Provide training on the monitoring systems and incident data capturing and processing. 6.5.5 Deliver a report that outlines how incident data is going to be managed to enhance Response Strategy and Damage Assessment.
6.6	Stage 6	Recovery Plan *Output:* Stakeholder Management and Participation of leading agencies in Response Technical Task Teams	6.6.1 Develop a Disaster Recovery strategy. 6.6.2 Develop a Disaster Rehabilitation strategy. 6.6.3 Deliver approaches on disaster Reconstruction and Rehabilitation project monitoring. 6.6.4 Development of approaches which ensure multi-agency involvement in disaster damage assessment
6.7	Stage 7	Testing of the Disaster Management Plan *Output:* Coherence of the Provincial Plan with the other organs of state is assessed	Deliver A Level 3 Provincial Disaster Management Plan which include the current reality assessment findings.

7. SUBMISSIONS BY THE SERVICE PROVIDER

7.1 At the end of the project the service provider is expected to submit the following:

- 7.1.1 One hundred (100) hard copies (the copies must be full colour, binded with a designed (laminated) soft cover).
- 7.1.2 Electronic copies in twelve (12) memory sticks and ten (10) external hard drives.
- 7.1.3 Summarized Power Point Presentation of the Plan in twelve (12) memory sticks and ten (10) external hard drives.
- 7.1.4 A detailed project file must be submitted at the end of the project which includes the following:
  - 7.1.4.1 A project inception report.
  - 7.1.4.2 Provincial Disaster Management Plan Level 3.
  - 7.1.4.3 A project implementation plan.
  - 7.1.4.4 Feedback on consultation sessions with stakeholders at provincial and municipalities.
  - 7.1.4.5 Record of monthly progress meetings and minutes.
  - 7.1.4.6 A project Close out report.

8. CoGHSTA OBLIGATIONS

8.1 Draft a Service Level Agreement and Appointment letter for appointed Servicer.
8.2 Manage and monitor the project.
8.3 Appoint a Project Manager to whom the service provider will report.
8.4 Process payments in accordance with the signed legal agreement.
8.5 Facilitate Project progress meeting.

9. CONTRACTUAL OBLIGATIONS

The successful service provider will be required to enter into a contract with the Department of Cooperative Governance, Human Settlements and Traditional Affairs Limpopo.

10. PROJECT DURATION

10.1 The duration of the project will be for eight (8) months.

10.2 The commencement of the project shall resume fourteen (14) days after signing of the Service Level Agreement (SLA).

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11. BID EVALUATION CRITERIA

This bid will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), 2022 Regulations, Departmental Procurement Policy and related regulations as follows:

The bid will be evaluated in three phases namely:
Phase 1: Bid conditions (Phase 1a: Administrative Compliance and Phase 1b: Mandatory Compliance).
Phase 2: Technical/Functionality Evaluation.
Phase 3: Price and specific goals.

The Department reserves the right to accept all, some, or none of the bids submitted – either wholly or in part.

Note: all standard bidding forms attached should be returned in their original format

11.1 Phase 1a: Administrative Compliance

The following returnable documents and requirements must be adhered to and be provided in the proposals:

11.1.1 Completed and signed Standard Bid Document (SBD1) which form part of the tender document.

11.1.2 Completed and signed SBD 6.1, failure to fully complete and submitting supporting documents will result in zero Specific Goals points. Submit original certified copies not older than six months.

11.1.3 Completion of the SBD 3.1 and a signed Price Proposals / Cost Breakdown on the Company's letterhead.

NOTE: The successful bidder will be required to sign SBD 7.1 Contract form.

11.2 Phase 1b: Mandatory Compliance

The following returnable documents and requirements must be adhered to and be provided in the proposals; failure to comply will result in an offer being disregarded and not considered for further evaluation:

11.2.1 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required documents, any other clearance or registration forms.

11.2.2 Completed and signed Standard Bid Document (SBD4) which form part of the tender document.

11.2.3 Signed company resolution must be attached.

11.2.4 A signed Price proposal must be submitted on the Company's letterhead a breakdown of the price must indicate the following:

11.2.4.1 Total bid prices on Company's letterhead and must be signed. **The validity of bid prices is 240 days.**

11.2.4.2 Price should include VAT, *where applicable.*

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11.2.4.3 Prices should be firm as the Department will not allow any increases after appointment.

11.2.5 CV(s) and certified copies of original qualification of technical team required. It is the bidder's responsibility to have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and submit proof of SAQA accreditation.

11.2.6 Submit original certified copies of minimum National Diploma/ Degree/B Tech in **Disaster Management** for **Project Manager**. All certified copies should not be older than six (6) months.

11.2.7 Submit original certified copies of minimum National Diploma/ Degree/B Tech in **Disaster Management /IT/GIS/Geography** for **2 x Team Members**. All certified copies should not be older than six (6) months.

11.2.8 Closing time for all bids is 11:00a.m. on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted.

11.2.9 Bids submitted through e-mail or fax will not be accepted.

11.2.10 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number, closing date, and time.

11.2.11 Bidders should make use of the prescribed bid documents. Do not retype or copy.

11.2.12 Use of tippex is prohibited.

11.2.13 No amendments without initializing will be accepted.

11.2.14 The department will under no circumstances enter a contract with service providers who are not registered on the Centralized Supplier Database (CSD).

11.2.15 Deviation from Specifications/Terms of Reference is not permitted.

11.3 Phase 2: Technical Evaluation (Functionality)

100% (80 points) will be allocated for technical requirements in accordance with the following rating scale:

Rating scale	Description	Explanation
0	Very Poor	No information provided and substantiated
1	Poor	Very little information provided and substantiated
2	Average	Inadequate information
3	Good	To some degree
4	Very Good	Satisfactory
5	Excellent	Fully meets requirements

With regard to functionality the following criteria will be applicable, and the maximum weight of each criterion is indicated hereunder:

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Criteria A: Tenderer's experience		**Points**
Projects completed (attach appointment letters, copy of SLA and confirmation of completion with verifiable references that indicate the start and completion dates for work done in the 60 months prior to date of this submission)	**Number of disaster management plans developed/reviewed or updated completed**: • Rating scale 5 (Excellent), 5 projects and above completed = 40 points • Rating scale 4 (very good), up to 4 projects completed = 32 points • Rating scale 3 (good), up to 3 projects completed = 24 points • Rating scale 2 (average), up to 2 projects completed = 16 points • Rating scale 1 (poor), 1 project completed = 08 points • Rating scale 0 (very poor), 0 project completed = 00 points	**40**

Criteria B: Experience of technical project team			
Criteria	**Qualifications**	**Relevant Work Experience**	**Points**
Project Manager	Minimum National Diploma/ Degree/B Tech in **Disaster Management.** CVs and certified copies of original qualification(s) must be submitted	**Experience as Disaster Management Practitioner after qualification issued date.** • Rating scale 5 (Excellent), 5 years and above = 20 points • Rating scale 4 (very good), 4 but less than 5 year = 16 points • Rating scale 3 (good), 3 but less than 4 years = 12 points • Rating scale 2 (average), 2 but less than 3 years = 08 points • Rating scale 1 (poor), 1 but less than 2 years = 04 point • Rating scale 0 (very poor), less than 1 year = 00 point	**20**
2 x Team Member	Minimum National Diploma/Degree/B Tech in **Disaster Management /IT/GIS/Geography** CVs and certified copies of original qualification(s) must be submitted	**Experience in Disaster Management /IT/GIS/Geography after qualification issued date.** • Rating scale 5 (Excellent), 5 years and above = 20 points • Rating scale 4 (very good), 4 but less than 5 year = 16 points • Rating scale 3 (good), 3 but less than 4 years = 12 points • Rating scale 2 (average), 2 but less than 3 years = 08 points • Rating scale 1 (poor), 1 but less than 2 years = 04 point • Rating scale 0 (very poor), less than 1 year = 00 point	**20**
GRAND TOTAL			**80**

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IMPORTANT NOTE:

A bid which scores less than 70% in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.

11.4 Phase 3: Price and Specific goals

In terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and related regulations as follows: **the 80/20 preference points system is applicable for the acquisition of goods or services for rand value equal to or below R50 million.**

The adjudication of this bid will be based on the 80/20-point scoring system.

11.4.1 Price

Price will be allocated points out of 80 in respect of this invitation, inclusive of all applicable taxes.

11.4.2 Specific Goals

A maximum of 20 points may be awarded for the specific goals specified hereunder.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The following specific goals with verifiable means of verification and applicable points will be utilized for awarding of points:

Ownership	**Means of verification**	**Points**
Limpopo Province	Latest (not older than three months) Municipal Account/Traditional Council letter	4
Black People	Valid Sworn Affidavit	2
Persons with Disability	Disability verification letter from a medical practitioner indicating the practice number	2
Youth	Certified ID copy (not older than six months)	2
Women	Certified ID copy (not older than six months)	4
SMME's	Company registration	6
Total		**20**

The points scored by a tenderer in respect of the Specific Goals will be added to the points scored by the said tenderer for price.

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11 SUBMISSION PROCEDURE

All bids must be submitted in the Bid Box @ 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane addressed to:
The Chief Director
Supply Chain Management
Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X9485
Polokwane
0700

12 ENQUIRIES

Should additional information or clarification be required regarding the specification before the closing date of the tender, contact may be made through telephone or email with the following officials:

NAME	TELEPHONE	EMAIL ADDRESS
Technical Enquiries		
Dr Makananisa TD	015 284 5503	MakananisaTD@coghsta.limpopo.gov.za
Mdaka PA	015 284 5015 066 479 2821	MdakaPA@coghsta.limpopo.gov.za
Mokgonyana MS	015 284 5036 071 606 0978	MokgonyanaM@coghsta.limpopo.gov.za
Administrative Enquiries		
Mokalapa MJ	015 294 2278	MokalapaMJ@coghsta.limpopo.gov.za
Masenya JT	015 294 2310	MasenyaJT@coghsta.limpopo.gov.za
Masemola SS	015 294 2024	MasemolaSS@coghsta.limpopo.gov.za

DBSC SIGNATURES

Chairperson : ____________

Deputy Chairperson : ____________

Member : ____________

Member : ____________

HOD : ____________

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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.

TABLE OF CLAUSES

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.

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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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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.