

PLEASE TAKE NOTE

TENDER NUMBER: COGTA 18/2023

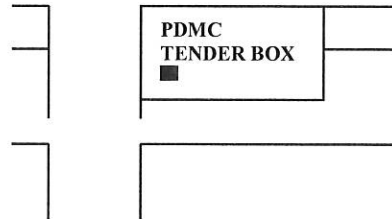
CLOSING TIME: 11:00

CLOSING DATE: 18 JANUARY 2024

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

DOCUMENTS MUST BE SIGNED IN THE ORIGINAL THAT IS IN INK. DOCUMENTS WITH PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES WILL BE REJECTED

**The Tender Document must be
Deposited in the Tender Box
Which is identified as the Tender
Box of the Gauteng Department of Co-operative
Governance and Traditional Affairs
11 Janadel Avenue, Provincial Disaster Management Centre,
Riverview Office Park
Midrand**



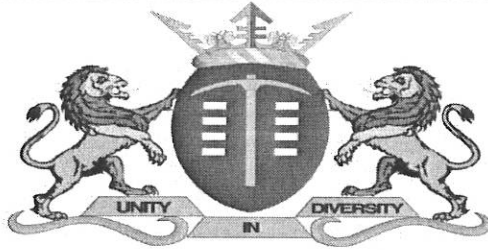
TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS

SUBMIT ALL TENDERS ON THE OFFICIAL TENDER FORMS – DO NOT RETYPE

TENDERS BY TELEGRAM, FACSIMILE OR OTHER APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION

SUBMIT EACH TENDER IN SEPARATE SEALED ENVELOP

[GPG 3]



GAUTENG PROVINCE

CO-OPERATIVE GOVERNANCE AND
TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Tender Notice & Invitation to Tender

TENDER NO: COGTA 18/2023

Tender Number	Service	Evaluation Criteria	Compulsory Briefing Session	Tender Closing Date and Time
COGTA 18/2023	Review and update of the Gauteng Provincial Disaster Management Plan in support of the Development of a Level three (3) Disaster Management Plan	Price =80 Equity=20	Date: 07 December 2023 Time: 12H00 Venue: Zealandia Boardroom, Block B, Riverview Park, 11 Janadel Avenue, Midrand	Date: 18 January 2024 Time : 11H00

The tender will be evaluated in terms of the 80/20 Preference Point System prescribed by the Preferential Procurement Regulations 2022 and take effect on 16 January 2023 and the Departmental Supply Chain Management Policy.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
51 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	20

TECHNICAL EVALUATION (100 FUNCTIONALITY POINTS)

The technical evaluation will focus on the following aspects: Value Matrix: 0 = No document attached, 1 = Poor, 2= Average, 3 =Good, 4 =Very Good, 5 =Excellent

FUNCTIONALITY ITEM	WEIGHTING FACTOR
Expertise	15
Methodology	40
Capacity/ Personnel	45
Total	100
Minimum Threshold for Functionality	70

Bidders who fails to meet the minimum requirements/threshold in relation to Functionality Evaluation (70) will not be evaluated further.

Mandatory Requirements for Tenders. Bidders who intend to respond to the tender invitation must attend the compulsory briefing session and ensure that they sign the attendance register. The bidders must complete, sign and submit all Bid Documents and Pricing Schedules, SBD 1,3.3,4 and 6.1. The use of correction fluid (tippex) when correcting errors on SBDs is prohibited; strike through the error, correct it and initial the corrections. Bid Documents should bear the original signature of an authorised person (Proof of Authority must be submitted e.g. Company Resolution); electronic submissions will not be accepted. In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium, should be attached and notarised by an attorney. If the bidder intends to sub-contract, a sub-contracting agreement should be attached and signed by all parties to the sub-contracting agreement. The % (percentage) to be sub-contracted must be clearly indicated in the contract.

Documents required to be submitted in order to claim points:

- Copy of Central Supplier Database (CSD)
- Copies of the company registration documents (CIPC)
- Certified copies of Directors/ Shareholders' IDs / Share Certificate
- Proof of Disability (Medical Certificate by Medical Practitioner with practice number)
- Proof of address/Municipal Statement of Account/Copy of the Lease Agreement if you are not the owner

Required Documentations requirements for tenders: In order to verify the tax status of bidders, bidders are required to submit their Tax Compliance Status (PIN) from SARS; (Joint ventures/ consortium must submit a valid Tax Compliance Status Pin for all parties to a Joint Venture/ Consortium) Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached); Certified copies of all Directors'/Shareholders' Identity Documents (IDs), Detailed company profile.

The Department adheres to all relevant **Acts, including PPPF Act No 5 of 2000** with its associated amended Preferential regulations 2022. Enquiries may be addressed to the Project Manager: Ms. Jamila Ndovela at jamila.ndovela@gauteng.gov.za and Supply Chain Management: Ms. Phumzile Malgas at phumzile.malgas@gauteng.gov.za or Ms Mahlatse Madiba at mahlatse.madiba@gauteng.gov.za

Tender documents are available on the Gauteng etender portal: <http://e-tenders.gauteng.gov.za>

Please Note: All information and documents will be treated in accordance with POPI Act.

Completed tender documents should be sealed in an envelope clearly marked with the relevant tender number (COGTA 18/2023 and description. Tender documents should be delivered in the tender box at reception, Provincial Disaster Management Centre, 11 Janadel Avenue, Block B, Riverview Park, Midrand not later than 11:00 am on or before 18 January 2024.

Faxed, electronic or late submissions will not be accepted.

Only companies who have submitted all of the above information will be considered for evaluation process. The Gauteng Department of Co-operative Governance and Traditional Affairs is under no obligation to give reasons for non-acceptance /rejection of any submission. All short listed bidders will be subjected to undergo a security screening in terms of Section 2 (1) (b) of the National Strategic Intelligence Act 67 of 2002 as amended.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	COGTA 18/2023	CLOSING DATE:	18 JANUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT OF A LEVEL THREE (3) DISASTER MANAGEMENT PLAN				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX AT RECEPTION					
PROVINCIAL DISASTER MANAGEMENT CENTRE					
NO. 11 JANADEL AVENUE, BLOCK B, RIVERVIEW OFFICE PARK, MIDRAND					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Phumzile Malgas		CONTACT PERSON	Jamila Ndovela	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Phumzile.malgas@gauteng.gov.za		E-MAIL ADDRESS	Jamila.ndovela@gauteng.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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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**

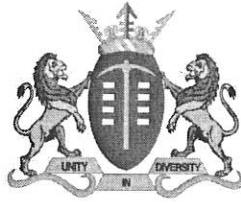
1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT 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:



GAUTENG PROVINCE
CO-OPERATIVE GOVERNANCE AND
TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

COMPANY/FIRM RESOLUTION

I, _____, director/member/partner of
_____ (Company/Firm) hereby state that the
Company/Firm in its meeting held on _____ resolved to
bid for this tender number: _____ and nominated
_____ as authorised representative(s) and/or
signatory(ies) to sign the bid documents and any related contract in regard to
this bid.

THUS, DONE and SIGNED at _____
on this _____ day of _____

DIRECTOR/MEMBER/PARTNER

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

1. _____ 1. _____
2. _____ 2. _____

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

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

TOTAL: R.....

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

Name of Bidder:

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

GAUTENG DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

Ms. Phumzile Malgas/ Ms Mahlatse Madiba

Email: Phumzile.malgas@gauteng.gov.za/ mahlatse.madiba@gauteng.gov.za

Or for technical information –

Ms. Jamila Ndovela

Email: jamila.ndovela@gauteng.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 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

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:

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.

2.3 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.
- 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

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.

SBD4

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

**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

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

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:

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100 % Black Owned Enterprise		5		
100 % Women Owned Enterprise		10		
51 % PwD Owned Enterprise		2.5		
Enterprise located in Gauteng Province		2.5		
Total Preference points based on Specific and RDP Goals		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

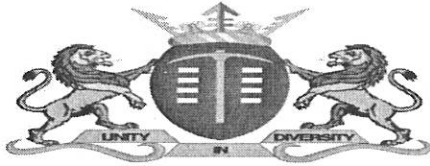
- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[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:



CONSENT FORM IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPIA)

In order for the department to consider the bidder's response to the tender to become a service provider of the department, it will be necessary for the department to process certain personal information which the service provider may share with department for the purpose of the tender, including personal information, which may include special personal information (all hereafter referred to as "Personal Information")

The department will process the Service Provider's Personal Information in accordance with the department Privacy Policy.

Access to your Personal Information and purpose specification

Personal Information will be processed by department for purposes of assessing the service provider's submission in relation to the tender i.e. the purposes of assessing current services required by the department. We may also share the service provider's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the service provider acknowledges that department's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent

By [ticking/clicking] "Yes" and signing below, you agree and voluntarily consent to the department processing of the service provider's Personal Information for the purposes of evaluating its tender submission, including to confirm and verify any information provided in the submission and service provider gives department permission to do so. The service provider understands that it is free to withdraw its consent on written notice to department and the service provider agrees that the Personal Information may be disclosed by the department to third parties, including department's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa). Please note that if you withdraw your consent at any stage, we may be unable to process your tender.

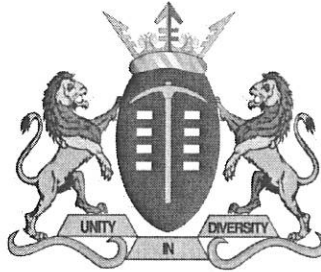
Yes

No

Supplier Name
Signature

Date

Authorised representative, who warrants that he/she is duly authorised.



TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND
UPDATE OF THE GAUTENG PROVINCIAL DISASTER
MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT
OF A LEVEL III DISASTER MANAGEMENT PLAN**

NOVEMBER 2023

**APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE
GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE
DEVELOPMENT OF A LEVEL III DISASTER MANAGEMENT PLAN**

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APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT OF A LEVEL III DISASTER MANAGEMENT PLAN

1. PURPOSE

- 1.1 To enable the Department of Co-operative Governance and Traditional Affairs (CoGTA) through the Directorate: Disaster Management to procure the services of a Service Provider to review and update the Gauteng Provincial Level 2 DMP and draft a Level 3 Disaster Management plan for the province.

2. BACKGROUND

- a) The Disaster Management Act, 2002 (Act No. 57 of 2002) (DMA) places a legal obligation⁴ on 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).
- b) Section 39 mandates each province to prepare and implement a provincial disaster management plan for the province, the plan must set out -
- (i) The way in which the concept and principles of disaster are to be applied in its function area;
 - (ii) Its role and responsibilities in terms of the national or provincial disaster management framework;
 - (iii) Its roles and responsibilities regarding emergency response and post –disaster recovery and rehabilitation;
 - (iv) Its capacity to fulfil its role and responsibilities;
 - (v) Particulars of its disaster management strategies; and
 - (vi) Contingency strategies and emergency procedures in the event of disaster, including measures to finance these strategies;

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

- c) The Gauteng Provincial Disaster Management Framework (GPDMF) of 2021 and the National Disaster Management Framework of 2005 provide for a phased approach to disaster management planning and implementation. These frameworks indicate that disaster management planning comprises of three progressive steps from a Level 1 Disaster Risk Management Plan to a Level 3 Disaster Risk Management Plan. The completion of each level of disaster management plan will yield indicative information about common vulnerabilities in communities, local areas or provinces.

It is worth noting that the Gauteng province has developed a Level 1 Disaster Risk Management Plan, in 2020. Furthermore, it is in the finale stage to develop a Level

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT OF A LEVEL III DISASTER MANAGEMENT PLAN

2 Disaster Risk Management plan which include community-based disaster risk assessment and review of macro risk assessment. The anticipated date for completing the process is March 2023. In completing the drafting of the level 2 Disaster Management plan, the province will proceed to the next phase of disaster risk management planning and implementation.

In line with the GPDMF, the province will be embarking on the 3rd phase of planning and implementing disaster risk management in the new FY (2023/24). The process entails reviewing and updating of the level 2 Disaster Management Plan, supporting the development of a level 3 Disaster Management plan for the province. 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.

The PDMC is therefore seeking to appoint a Service Provider that will assist CoGTA to review and update the level 2 Disaster Management Plan, supporting the drafting of a level 3 Disaster Management plan. The level 3 disaster management plan will be aligned to the comprehensive disaster risk assessments conducted as part of the Critical Outcomes of the Level 2 Disaster Management Plan.

3. AIM OF THE PROJECT

Level 3 Disaster Management plan will;

- 3.1. provide a practical and implementable work plan for achieving coordinated and integrated approach in disaster risk management among all role players and stakeholders whose business is disaster risk management in the province.
- 3.2. Ensure compliance to Disaster Management Act and the National and Provincial Framework in terms of planning and implementing disaster risk management
- 3.3. Contribute to uniformity in the implementation of disaster risk management legislation and to provide guidance to support risk management planning, disaster preparedness disaster response and recovery operations.

4. SCOPE OF WORK

4.1 Service provider activities

The successful service provider will undertake the following activities:

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT OF A LEVEL III DISASTER MANAGEMENT PLAN

- Develop a level 3 Disaster Management Plan for the province
- Submit a work plan/schedule for the project
- Submit monthly progress report on the project and the close out report at the end of the project.
- Maintains the projects timeline of activities throughout the duration of the project
- Comply with all relevant legislation and policies
- Acts as gatekeeper of the project's documents to ensure that key documents are available and accessible
- Generates and provide information as requested, often on an urgent basis, for both internal and external management.
- Participate in Project Steering Committee (PSC) meetings

4.1.1. Scope for drafting of Disaster Management plan

The plan must achieve the following three critical outcomes;

Critical Outcome 1: Establish specific institutional arrangements for coordinating and aligning plans

Critical Outcome 2: Establish mechanisms to ensure informed and ongoing risk assessments

Critical Outcome 3: Implement mechanisms to ensure the relevance of disaster management plans and frameworks

Each of the above critical outcomes must be aligned to the actions steps as outlined in the National Guide for the development and structure of a disaster management plan (21/1/1 (Guidelines) to achieve the anticipated outcomes.

The plan must clearly specify institutional arrangements for coordinating and aligning the plan with other governmental initiatives and plans of institutional role players and show evidence of informed disaster risk assessment and ongoing disaster risk monitoring capabilities as well as relevant developmental measures that reduce the vulnerability of disaster-prone areas, communities, and households.

Drawing from the Disaster Management Act and Disaster Management frameworks, the plan must indicate interrelation and compatibility with applicable legislations and guidelines such as the South African Disaster Risk Management Handbook Series (DMHS) and Guideline for Conducting Comprehensive Disaster Risk Assessments, Part 1: Hazard Identification, Analysis and Prioritization issued by the NDMC.

The plan is aligned to the comprehensive risk assessment conducted (2021-2022) as part of the critical outcomes for the level 2 Disaster Management Plan and should therefore incorporate elements of the level 2 DM Plan, including the risk assessment findings.

5. DELIVERIBLES

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT OF A LEVEL III DISASTER MANAGEMENT PLAN

On completion of the entire project the following must be provided:

a) Level 3 Provincial Disaster Management Plan which include;

- the current reality assessment findings
- risk reduction strategies aligned to comprehensive risk assessment (Critical Outcomes 1 for level 2 Disaster Management plan
- updated spatial representation (detailed maps) of vulnerable areas,
- updated risk profile for the province incorporating comprehensive risk assessment findings (2021/22)
- recommended strategy to review and update of risk assessment, disaster management plan and risk management policy framework
- Provincial Stakeholder Management and Engagement Strategy incorporating key partners and potential partners for fulfilling the provincial disaster management mandate, engagement opportunities and possible areas for collaboration including DRR intervention measures and clear approaches for strengthening relations and building trust among stakeholders

The plan must be submitted as follows;

- 100 hard copies (the copies must be full colour, binded with a designed cover – soft cover)
- electronic copies
- summarised presentation of the plan

b) A detailed project file must be submitted at the end of the project which includes the following:

- A project implementation plan
- A project inception report
- Feedback on consultation sessions with stakeholders at provincial and municipalities
- Monthly reports (submitted at the end of each month)
- Weekly project meeting minutes (submitted weekly)
- A project Close out report.

6. CoGTA ACTIVITIES

CoGTA will be responsible for the following activities:

- Draft a Service Level Agreement and Appointment letter for appointed Service Provider
- Manage and monitor the project.
- Appoint a Project Manager to whom the service provider will report.
- Process payments in accordance with the signed legal agreement.

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- Establish Project Steering Committee (PSC)
- Provide secretariat duties to the PSC and all meetings related to the project

7. PROJECT DURATION

The duration of the project will be for 12 months (1 year). The successful Contractor will be required to enter into a contract with the Department of Cooperative Governance and Traditional Affairs. The contract shall take the form of a Service Level Agreement (SLA) in respect of the terms and conditions set and the services required.

Service providers must be able to commence with the project seven days after the appointment date.

8. PROJECT RISK

The following (not limited to) are considered the project risks;

No.	Project Risk
1.	Service provider unable to deliver as per timeframes
2.	Lack of project resources (vehicles, staff personnel etc.)
3.	Changes in project management team
4.	COVID 19 or any other pandemic

9. TENDER VALIDITY PERIOD

- Please note that the price offer to be valid for 120 days from the date of closing.

10. MANDATORY CRITERIA

Administrative Compliance (Mandatory Returnable Documents)

- Bidders who intend to respond to the tender invitation must attend the compulsory briefing session and ensure that they sign the attendance register;
- Bidders must complete, sign and submit all Standard Bid Documents, SBD 1,3,3,4 and 6.1; (The use of correction fluid (Tippex) when correcting errors on SBDs is prohibited; strike through the error, correct it and initial the corrections);
 - ✓ SBD documents must be completed in full and where there is no information to be furnished, then indicate not applicable (N/A);

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- ✓ SBD 3.3 - The total bid price is required as it is a form of offer to the Department.
 - ✓ SBD 4 – bidders' disclosure to be completed truthfully and honestly, particularly paragraph 2.3.
 - ✓ SBD 6.1 – bidders to declare preference points on SBD 6.1 and if no points to be claimed indicate a zero (0).
- Bid Documents should bear the original signature of an authorised person (Proof of Authority must be submitted, e.g. Company Resolution); electronic submissions will not be accepted;
 - In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium should be attached and notarised by an attorney;
 - If the bidder intends to sub-contract, a sub-contracting agreement should be attached and signed by all parties to the sub-contracting agreement. The % (percentage) to be sub-contracted must be clearly indicated in the contract;

Note: Failure to comply with mandatory compliance requirements stated above will result in the bidder's submission being disqualified. Proposals submitted after the stipulated closing time and date will not be accepted.

11. DOCUMENTS REQUIRED TO BE SUBMITTED IN ORDER TO CLAIM PREFERENCE POINTS

- Copy of Central Supplier Database (CSD)
- Copies of the company registration documents (CIPC)
- Certified copies of Directors/ Shareholders' IDs / Share Certificate
- Proof of Disability (Medical Certificate by Medical Practitioner with practice number)
- Proof of address/Municipal Statement of Account/Copy of the Lease Agreement if you are not the owner

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Evaluation Criteria	Number of Points
100 % Black-Owned Enterprise	5
100 % Women Owned Enterprise	10
51 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	20

Note Failure to submit the above documents will result in bidders not claiming preference points.

12. REQUIRED DOCUMENTS

- In order to verify the tax status of bidders, bidders are required to submit their “Tax Compliance Status Pin”. (Joint ventures/consortium must submit a valid Tax Compliance Status Pin” for all parties to a Joint Venture/Consortium).
- Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached).
- Detailed company profile
- Certified copies of Directors/ Shareholders ID's

13. FUNCTIONALITY EVALUATION/TECHNICAL EVALUATION

Responsive Bids will be evaluated for functionality. The technical evaluation criteria below will be applied to further shortlist responsive bids.

FUNCTIONALITY ITEM	FUNCTIONALITY BREAKDOWN	POINTS	MAXIMUM POINT
Expertise (15)	Practical experience in Disaster Management legislation and policy. Provide appointment letters together with corresponding reference letters		

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	<p>demonstrating work previously conducted in disaster risk assessments or similar work at provincial / local government/Private sector structures, systems and processes.</p> <p>Appointment letters and reference letters should meet the following criteria, or no points will be allocated:</p> <ul style="list-style-type: none"> • Written on the letterhead of the client, indicate name of the client • Project budget and duration • Brief description of project, • Signed by client. • Reference letters should indicate client satisfaction / job completed and reference contact details <ul style="list-style-type: none"> • 5 appointment letters with corresponding reference letters meeting all above criteria from client where the service was rendered. If the above criteria are met = 5 • 4 appointment letters with corresponding reference letters meeting all above criteria from client where the service was rendered. If the above criteria are met = 4 • 3 appointment letters with corresponding reference letters meeting all above from client where the service was rendered. If the above criteria are met = 3 • 2 appointment letters with corresponding reference letters meeting all above from client where 	15	75
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APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE GAUTENG PROVINCIAL DISASTER MANAGEMENT PLAN IN SUPPORT OF THE DEVELOPMENT OF A LEVEL III DISASTER MANAGEMENT PLAN

	<p>the service was rendered. If the above criteria are met = 2</p> <ul style="list-style-type: none"> • 1 appointment letter with corresponding reference letters meeting all above from client where the service was rendered. If the above criteria are met = 1 • No appointment letters/ No References letters/ reference letters or appointment letters not meeting criteria = 0 		
Methodology (40)	<p>Provide a detailed project plan aligned to the scope of work and project deliverables and must have the following items: (1). Project Activity, (2). Budget, (3). Duration / Time Frames, (4). Resources Required and (5) Risk mitigation strategy</p> <ul style="list-style-type: none"> • Provide a detailed project plan aligned to scope of work and deliverables with all five elements = 5 • Provide a project aligned to scope of work and deliverables with four elements = 4 • Provide a detailed project aligned to scope of work and deliverables with three elements = 3 • Provide a project with two elements = 2 • Provide a detailed project aligned to scope of work and deliverables with one element = 1 • No project plan attached/Project plan not aligned /Project plan without elements = 0 	30	150

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	<p>Skills Transfer Plan</p> <p>Provide a detailed skills transfer plan</p> <ul style="list-style-type: none"> ✓ <i>A Detailed skills transfer plan with clear activities on how skills will be transferred = 5</i> ✓ <i>A skills transfer plan without clear activities on how skills will be transferred / No skills transfer plan = 0</i> 	10	50
<p>Personnel / Capacity (45)</p>	<p>Dedicated Project Manager with relevant qualifications in Disaster Management</p> <p>Submit copy of the project manager's qualification/s. (Copies must be certified not older than 6 months (with original stamp))</p> <ul style="list-style-type: none"> • <i>NQF level 7 or above =5</i> • <i>NQF level 6 =4</i> • <i>NQF level 5 =3</i> • <i>NQF level 4 =2</i> • <i>NQF level 3 or less =1</i> • <i>No relevant qualification/qualification not certified/ certification older than 6 months = 0</i> <p>Practical Project Manager experience in disaster management. Provide CV with relevant years of experience.</p> <ul style="list-style-type: none"> • <i>CV attached with five (5) or more years' relevant experience = 5</i> • <i>CV attached with four (4) years' relevant experience = 4</i> • <i>CV attached with three (3) years' relevant experience = 3</i> • <i>CV attached with two (2) years' relevant experience = 2</i> 	10	50
		5	25

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	<ul style="list-style-type: none"> CV attached with one (1) year relevant experience = 1 No CV attached / no relevant experience = 0 		
	<p>Team Member Qualification Project team member must possess qualification in Disaster management. (Copies must be certified not older than 6 months (with original stamp)</p> <ul style="list-style-type: none"> NQF level 7 or more =5 NQF level 6 =4 NQF level 5 =3 NQF level 4 =2 NQF level 3 or less =1 No relevant qualification/ qualification not certified/ certification older than 6 months = 0 <p>Provide project team members CV clearly indicating the team members experience in Disaster Management Systems. Attached team member CV .</p> <ul style="list-style-type: none"> CV attached demonstrating 5 years and more relevant experience= 5 CV attached demonstrating 4 years relevant experience= 4 CV attached demonstrating 3 years relevant experience= 3 CV attached demonstrating 2 years relevant experience= 2 CV attached demonstrating 1 years relevant experience= 1 	<p>10</p> <p>5</p>	<p>50</p> <p>25</p>

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	<p>CV attached with less than 1 or CV not attached /no experience / Experience not relevant =0</p> <p>Team Member Qualification Project team member must possess qualification in Geographic Information Systems. (Copies must be certified not older than 6 months (with original stamp)</p> <ul style="list-style-type: none"> • NQF level 7 or more =5 • NQF level 6 =4 • NQF level 5 =3 • NQF level 4 =2 • NQF level 3 or less =1 • No relevant qualification/ qualification not certified/ certification older than 6 months = 0 <p>Provide project team members CV clearly indicating the team members experience in Geographic Information Systems. Attached team member CV .</p> <ul style="list-style-type: none"> • CV attached demonstrating 5 years and more relevant experience= 5 • CV attached demonstrating 4 years relevant experience= 4 • CV attached demonstrating 3 years relevant experience= 3 • CV attached demonstrating 2 years relevant experience= 2 • CV attached demonstrating 1 years relevant experience= 1 • CV attached with less than 1 or CV not attached /no experience / Experience not relevant =0 	10	50
	<ul style="list-style-type: none"> • CV attached demonstrating 5 years and more relevant experience= 5 • CV attached demonstrating 4 years relevant experience= 4 • CV attached demonstrating 3 years relevant experience= 3 • CV attached demonstrating 2 years relevant experience= 2 • CV attached demonstrating 1 years relevant experience= 1 • CV attached with less than 1 or CV not attached /no experience / Experience not relevant =0 	5	25
	TOTAL FUNCTIONALITY POINTS	100	500

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	MINIMUM THRESHOLD FOR FUNCTIONALITY	70	350
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Scores are allocated according to a value matrix ranging from 0 to 5 of which 0 is the lowest score that can be obtained and 5 the highest. The Maximum Possible points are calculated by multiply the weight of each criteria with the highest score (as per the value matrix) that can be obtained.

The minimum qualifying score for functionality is indicated as a percentage and is calculated as follows:

- a) The score for each criterion is added to obtain the total score; and
- b) The following formula is applied to convert the total score to a percentage for functionality:

So

$$Ps = Ms \times 100$$

Were:

Ps = Percentage scored for functionality by bid under consideration

So = Total score of bid under consideration

Ms= Maximum possible score

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

14. PREFERENTIAL PROCUREMENT SYSTEM

In terms of regulation 4 (1) and (2) of the Preferential Procurement Regulation 2022 responsive bids will be evaluated and adjudicated by the state in terms of the 80/20-point system. Shortlisted bid(s) will be allocated 80 points (maximum possible score) if the competitive price of the acceptable bid(s) is/ are the lowest and 20 points (maximum possible score) to a tenderer for the specific goals specified for the tender and the points will be added to the points scored for price and the total will be rounded off to the nearest two decimal place, subject to section 2(1)(f) of the Act.

The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to a bidder for attaining highest specific goals and RDP Goals in accordance with below identified goals by the department:

- Persons or categories of historically disadvantaged persons based on gender, race, disability, and;
- RDP Goals as (published in Government Gazette No: 16085 dated 23 November 1994);
 - (i) The promotion of South African owned enterprise;
 - (ii) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province;
 - (iii) The promotion of enterprise located in a specific region for work to be done or service to be rendered in that region;
 - (iv) The promotion of enterprises located in a specific municipality for work to be done or services to be rendered in that province;
 - (v) The empowerment of the work force by standardizing the level of skills and knowledge of workers;
 - (vi) The department may elect to use other RDP goals identified in the Government Gazette No: 16085 dated 23 November 1994.

14.1. THE PRICES WILL BE EVALUATED IN TERMS OF 80/20 PRINCIPLE, SPECIFIC GOALS AND RDP GOALS.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5

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100 % Women Owned Enterprise	10
51 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	20

Note: The total points (out of 100) for the various bidders will be calculated by adding the points for price (out of 80) and the points for Specific Goals and RDP Goals (out of 20).

15. CONTACT DETAILS

All enquiries should be directed via electronic mail. The project manager should be contacted for enquiries related to the terms of reference/specifications. Tender administrative enquiries should be directed to tender administrators.

<p>Project Managers: <i>Jamila Ndovela</i> Jamila.Ndovela@gauteng.gov.za</p>	<p>Tender Administrators: <i>Phumzile Malgas</i> Phumzile.malgas@gauteng.gov.za <i>Mahlitse Madiba</i> Mahlitse.madiba@gauteng.gov.za</p>
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16. TENDER DOCUMENT DELIVERY ADDRESS

Bids should be delivered in the tender box at the address provided below. All Bids should be bonded and sealed in an envelope. The envelope should be clearly marked with the tender number and description.

**Provincial Disaster Management Centre
Riverview Office Park, 11 Janadel Avenue
Midrand**

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 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.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.