

PLEASE TAKE NOTE

TENDER NUMBER: COGTA 05/2024

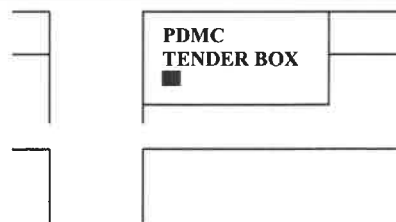
CLOSING TIME: 11:00

CLOSING DATE: 29 JULY 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 05/2024

Tender Number	Service	Evaluation Criteria	Compulsory Briefing Session	Tender Closing Date and Time
COGTA 05/2024	Appointment Of A Service Provider To Provide Flood Monitoring Services For The Provincial Disaster Management Centre (PDMC) in Gauteng Province	Price =80 Equity=20	Date: 9 July 2024 Time: 11H00 Venue: Zealandia Boardroom,Block B, Riverview Park, 11 Janadel Avenue, Midrand	Date : 29 July 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
100 % 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	30
Methodology	40
Personnel/Capacity	30
Team Member	10
Total Points for Functionality	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. (SBD documents must be completed; SBD3.3 -total bid price is required; SBD 4- the director/s to declare truthfully and honestly; SBD 6.1- the bidder to claim preference points and if no points to be claimed, then write a zero (0)). 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.

NB!! Failure to comply with mandatory requirements stated above will result in the bidders submission being disqualified). The Department will verify information provided in SBD 4 with CIPC biz portal in terms of active directorship in other companies and if the information is not the same the bidder will be disqualified.

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

Other Required Documentations 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); 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: Mr Lucas Molobya at lucas.molobya@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 05/2024) 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 29 July 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. All bidders that appear on the Treasury list of restrictions will not be considered

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	COGTA 05/2024	CLOSING DATE:	29 JULY 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FLOOD MONITORING SERVICES FOR THE PROVINCIAL DISASTER MANAGEMENT CENTRE (PDMC) IN GAUTENG PROVINCE				
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	Lucas Molobya	
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	Lucas.molobya@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?	☐ 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:

.....



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 the _____
resolved to bid for **Tender No:** _____ and
nominate _____ as an authorised
representative(s) and signatory(ies) to sign on all bid documents relating to this
bid.

THUS, DONE AND SIGNED AT _____

ON THIS _____ **DAY OF** _____

AUTHORISE SIGNATURE OF THE DIRECTOR/MEMBER/PARTNER

DATE:

SIGNATURE OF THE NOMINATED PERSON

DATE: _____

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)	
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

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

Or for technical information –

Mr. Lucas Molobya

Email: lucas.molobya@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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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		
100% 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

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:

.....

.....

.....



GAUTENG PROVINCE

CO-OPERATIVE GOVERNANCE AND
TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

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 PROVIDE FLOOD MONITORING SERVICES FOR THE PROVINCIAL DISASTER MANAGEMENT CENTRE (PDMC) IN THE GAUTENG PROVINCE

JUNE 2024



**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FLOOD MONITORING SERVICES
FOR THE PROVINCIAL DISASTER MANAGEMENT CENTRE (PDMC) IN THE GAUTENG
PROVINCE**

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1. PURPOSE

- 1.1. To appoint a service provider to provide flood monitoring services for the Provincial Disaster Management Centre in the Gauteng province.

2. BACKGROUND

- 2.1. One of the intrinsic roles of the PDMC is that it is the nerve center of administration in matters that impact disasters. Disaster Management requires capabilities to manage risks on an ongoing basis, and to effectively anticipate, prepare for, respond to and monitor a range of natural and other hazards. Integrated provincial disaster management depends on access to reliable hazard and disaster risk information within the province as well as effective provincial information management and communication systems to enable the receipt, dissemination, and exchange of information.
- 2.2. Provincial Disaster Management Centers (PDMCs) are primarily responsible for the coordination and management of disasters in the province. They serve as the primary functional unit for disaster management in each province and provide support to the National Disaster Management Centre, Metropolitan and District Disaster Management Centers.
- 2.3. Gauteng Province faces risks such as Fires, Floods, Sinkholes, Earthquakes, Deep Mine Tremors, Transportation accidents, etc. To safely respond to and efficiently coordinate such disasters, appropriate technologies must be in place.
- 2.4. Coordination of activities such as preparedness, prevention, mitigation, response, and recovery, requires up-to-date reliable data, properly managed information, and organized communication systems and technologies.
- 2.5. Climate change has already had observable effects on the environment. Gradually shifting weather patterns and calamities with catastrophic effects have befallen with increasing frequency due to climate change. The damages and losses to infrastructure, agriculture and properties are huge. Tragically, lives were lost too.
- 2.6. One of the effects of climate change is the abnormal volume of rains which results to overflowing of rivers and drainage systems overwhelm with the volume of water flooding roads creating gridlocks and damages to vehicles. Such damages and losses can be mitigated by a flood monitoring system in rivers and roads. Equipped with a monitoring system, disaster response and risk reduction teams of local government units can disseminate information to the public.

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2.7. The flood detection system benefits include, providing quick and accurate location-based early warnings on river levels, alerts are disseminated to Disaster Management Centre officials and other stakeholders such as NGOs and communities through various communication channels such as: sms, email, dashboards, and can also be configured to further disseminate these alerts to social media for disaster preparedness, alerts are automated, and system is operational 24/7. Early dissemination of these alerts can lead to early evacuations of communities in affected areas, reduced rescue operations, reduce injury and damage to property or loss of life.

3. AIM OF THE PROJECT

- 3.1. To ensure continued monitoring of potential flooding at high-risk areas in Gauteng province.
- 3.2. To ensure timeous preparedness measures for effective disaster response by stakeholders and community
- 3.3. To generate clear impact reports which indicate the time and geographical areas for incident coordination.

4. SCOPE OF WORK

Supply hosted, web-based online early warning system that consists of wireless sensors and a software dashboard platform. The system must have the following elements:

4.1 Installation of Sensors

- These sensors must be installed near rivers, roads, bridges, and residential settlements. The sensors must be activated by the rising water levels. Sensors must be installed in a multi-level configuration, i.e., having more than one sensor at a location installed at different levels. This can be useful to classify the level of danger based on the depth of the water level. E.g. Green for normal, Orange for caution and Red for extreme danger
- Sensors must have water detecting nodes, these nodes are critical in detecting the rising water levels.
- Sensors must be triggered by water levels or when submerged in water, which then sends an alert.
- Sensors to be installed at strategic points in all regions in the province as identified by the PDMC, guided by 2016 & 2022 Risk Assessment
- Service Provider to provide support and maintenance, replace faulty, vandalized and stolen flood detection sensors and perform necessary upgrade of flood detection sensors for the duration of the contract.
- Service Provider to ensure sensors are always functional and operational.

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Sensors to be installed multi-yearly in the following strategic areas:

Year 1

Municipality	Locations	Sensor Installation Site
COJ	Alexandra	Jukskei River near Setswetla Informal Settlement
	Eldorado Park	Klip River – Koka Street
	Diepsloot	Jukskei Ext – Ward 113

Municipality	Locations	Sensor Installation Site
COT	Mamelodi	Eerstefabriek
	Centurion	Hennops River – Near Super Sports Park

Municipality	Locations	Sensor Installation Site
SEDIBENG	Evaton	Evaton Zone 6/7
	Barrage	Rietspruit
	Klipriver	Khayalisha Informal Settlement

Year 2

Municipality	Locations	Sensor Installation Site
COE	Thembisa	Kaalfontein Spruit near Winnie Mandela Informal Settlement
	Springs	Payneville/Slovo Park – Ward 75

Municipality	Locations	Sensor Installation Site
WEST RAND	Muldersdrift	Storm Water channel in 3 rd Street, Krugersdorp North
	Khutsong	Bridge at Sompane Street close to SAPS
	Swaneville	Rietvallei at the disastrous site

Year 3

Support and Maintenance

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The PDMC may request the Service Provider to change the location of a sensor based on the incident pattern and impact of the flood in the municipal area.

4.2 Monitoring and Alerts

- Setup an online Dashboard with visibility of all sensors and provide real-time 24-hour sensor monitoring.
- The sensors must be centrally monitored to provide alerts, data records and analytics.
- Provide instant warnings to the PDMC upon triggering of an alert on the system due to rise in water levels, loss of connection to the sensor or vandalism or, the alerts must indicate the areas, the date and time.
- Configure automated alerts to identified contact numbers and email addresses.
- The method of communication to disseminate alerts when the sensor is triggered are:, sms notifications, email and social media platforms.
- Grant access to online Dashboard to identified PDMC and Municipal officials.
- The alerts must indicate the areas (i.e. Ward level), the date and time.
- Cloud Connection: Once triggered the sensors must send alerts via an Internet connection.

4.3 Reporting

During rainy season the service provider to provide daily situational report on a table format which indicate areas at risk of flooding. The report must also be shown on a spatial format.

- Provide a monthly report showing trend analysis and activities.
- Provide a Seasonal report/ Quarterly report: The quarterly report on a table format and a narrative report with maps and indicate challenges and recommendations.

4.4 Specifications

Hardware:

- IoT Sensors, able to withstand all environmental conditions and provide multi-level alerts.
- Sensors must be battery powered, no external power supply or recharging required and be online for the duration of the contract.
- Protective cover to protect the sensor from damage caused by debris, from theft and vandalism, cover must also protect against water damage (Waterproof and UV Resistance)

Software

- 24-Hour System Monitoring.
- Real-time System Dashboard & Free Web Based Users Access Accounts.
- End User Training on the Dashboard
- Software Support, Maintenance and Upgrades.

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4.5 COSTING

See Annexure A

4.6 SUPPORT AND MAINTENANCE

- Software updates and upgrades
- Software and Hardware Support and Maintenance
- Stolen, faulty and vandalized equipment to be replaced by Service Provider

5. DELIVERABLES

- 24/7 Monitoring of flood prone areas in the province
- Provision of flood early warnings in advance before disaster strikes for disaster preparedness.
- Detailed reports of disaster impact areas and overall area map showing live status
- Trend analysis of disasters in the province and alignment of DRR intervention measures

6. ACTIVITIES OF THE DEPARTMENT

CoGTA will be responsible for the following activities:

- Draft a Service Level Agreement (SLA) and Appointment Letter for the appointed Service Provider.
- Process payments in accordance with the signed SLA.
- Manage and monitor the project.
- Report and monitor implementation of projects.
- Disseminate early warning messages to stakeholders.

7. 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.	Changes in the project management team
3.	Equipment Failure
4.	Unavailability of IoT Sensor spares
5.	Technology not meeting expectations
6.	Lack of project resources (vehicles, staff personnel etc.)
7.	Municipality resist installation of IoT sensors

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8. CONTRACT DURATION

The services of flood monitoring is procured for a period of three (3) years.

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;
- The 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 Forms must be completed in full and where there is no information to be furnished then indicate "N/A", SBD 3.3- The total price is required as it is a Form of Offer to the Department, SBD 4- the director to declare interest truthfully and honestly and SBD 6.1- the bidder to claim preference points and if no points to be claimed, then write 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;
- Proposals submitted after the stipulated closing time and date will not be accepted.

Note Failure to comply with mandatory compliance requirements stated above will result in the bidder's submission being disqualified.

The department will verify information provided in SBD 4 with Biz portal in terms of active directorship in other companies and if the information is not the same the bidder will be disqualified.

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11. DOCUMENTS REQUIRED TO BE SUBMITTED IN ORDER TO CLAIM PREFERENCE POINTS IN TERMS OF PPR, 2022

- 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.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
100 % 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. ADDITIONAL DOCUMENTATION

The below listed documents are necessary for vetting purposes and should be included in bids.

- 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

13. FUNTIONALITY EVALUATION/TECHNICAL EVALUATION

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

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FUNCTIONALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT	MAXIMUM POSSIBLE POINTS
EXPERTISE (30)	Understanding the scope of work and desired outcomes. Company's practical experience (combined) in Geographic Information System, Remote Sensing and Mapping, Early Warning System, Climate and Weather. Provide technical solution document with an overall architecture diagram of the system detailing, the solution design and deployment in relation to Scope of Work (SOW). • Technical Solution Document with Architecture Diagram = 5 • No Technical Solution Document = 0	15	75
	Provide reference letters demonstrating work previously conducted in Internet of Things (IoT) Remote Sensing or with similar work from clients: The letters must meet the following criteria: • In the customer letterhead • Project description / services rendered. • Duration of the project or services • Contactable references with valid contact number (Name and Telephone number) • The letter must be signed and dated. • Five (5) or more reference letters = 5 • Four (4) reference letters = 4 • Three (3) reference letters = 3 • Two (2) reference letters = 2 • One (1) reference letter = 1 • No reference letters = 0	15	75
Methodology (40)	Provide a detailed Three (3) years project plan aligned to the Scope of Work and must have the following items: (1). Project Activity, (2). Budget, (3). Duration / Time Frames, (4). Risk and mitigation strategy (5) Support and Maintenance plan (6) End User Training • Provide a detailed project plan with all six elements = 5 • Provide a project with five elements = 4	40	200

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	• Provide a project with four elements = 3 • Provide a project with three elements = 2 • Provide a project with two elements = 1 • No project plan attached/ Less than two elements = 0		
Project Manager (20)	Project Manager Qualification Submit copy of the project manager's qualifications in Computer Science /ICT related, or Project Management. All copies must be certified and not older than 6 months with original stamp. • NQF level 7 or Higher =5 • NQF level 6 =4 • NQF level 5 =3 • NQF level 4 =2 • NQF level 3 or less =1 • No relevant qualification = 0 <i>NB!! Bidders must ensure that foreign qualifications are SAQA accredited prior submission, failure to adhere to the requirement will result in points being forfeited.</i> Project Manager Practical Experience Practical Project Manager experience in managing ICT projects. Attach Project Manager CV: • CV attached with five (5) or more years' relevant experience = 5 • CV attached with four (4) years' relevant experience = 4 • CV attached with three (3) years' relevant experience = 3 • CV attached with less than three (3) years' relevant experience / No CV attached / No relevant experience = 0	10	50
Team Member (10)	Team Members At least one project team member must have practical experience in IoT Sensor Installations. Provide CV of one (1) team member with IoT Sensor Installations experience. • 5 years or more= 5 • 4 years= 4 • 3 years= 3	5	25

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	- Less than 3 or No information /No Experience / Experience not relevant =0 Team Member At least one project team member must have practical experience in Dashboard customization and deployment. Provide CV of one (1) team member with Dashboard Customization and Deployment experience. 5 years or more= 5 4 years= 4 3 years= 3 - Less than 3 or No information /No Experience / Experience not relevant =0	5	25
	MAXIMUM SCORE FOR FUNCTIONALITY	100	500
	MINIMUM THRESHOLD FOR FUNCTIONALITY	70	350

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 multiplying the weight of each criterion 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:

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

Were:

Ps = Percentage scored for functionality by bid under consideration

So =Total score of bids under consideration

Ms= Maximum possible score

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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 is applied to calculate preference points.

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

Where

Ps = Points scored for competitive price of bid or offer under consideration

Pt = Competitive price of bid or offer under consideration; and

Pmin = Competitive price of lowest acceptable bid or offer

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.

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13.1. 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
100 % Women Owned Enterprise	10
100 % 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.

Project Managers: Mr. Lucas Molobya lucas.molobya@gauteng.gov.za ; Ms Jamila Ndovela jamila.ndovela@gauteng.gov.za	Tender Administrators: Ms Phumzile Malgas Phumzile.malgas@gauteng.gov.za Ms Mahlatse Madiba Mahlatse.madiba@gauteng.gov.za
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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 bound and sealed in an envelope. The envelop should be clearly marked with the tender number and description.

Gauteng Provincial Disaster Management Centre
Riverview, Block B, Office Park, 11 Janadel Avenue
Midrand

17. ANNEXURE A: PRICING SCHEDULE

Year 1 Project Costs

Item No	Service Description	Unit Cost (Vat Excl.)	Total (Vat Excl.)
1.	Project Management	R	R
2.	COJ Sensor Site Installation		
	• Alexandra - Jukskei River near Setswetla Informal Settlement	R	R
	• Eldorado Park - Klip River, Koka Street	R	R
	• Diepsloot - Jukskei Ext, Ward 113	R	R
3.	COT Sensors Site Installation		
	• Mamelodi - Eerstefabriek	R	R
	• Centurion - Hennops River – Near Super Sports Park	R	R
4.	Sedibeng Sensors Site Installation		
	• Evaton - Evaton Zone 6/7	R	R
	• Barrage - Rietspruit	R	R
	• Klipriver - Khayalisha Informal Settlement	R	R
5.	Setup and System Configuration (Dashboard, Alerts, Messaging, Reports)	R	R
6.	System and Dashboard Training	R	R
7.	SMS Notifications – Range (1 -1000) per Year	R	R
8.	Hosting Fees	R	R
9.	Support and Maintenance	R	R
		Sub-Total	R
		Vat@15%	R
		Total for Year 1	R

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Year 2 Project Costs

Item No	Service Description	Unit Cost (Vat Excl.)	Total (Vat Excl.)
1.	Project Management	R	R
2.	COE Sensor Site Installation		
	• Thembisa - Kaalfontein Spruit near Winnie Mandela Informal Settlement	R	R
	• Springs - Payneville/Slovo Park – Ward 75	R	R
3.	West Rand Sensors Site Installation		
	• Muldersdrift - Storm Water channel in 3 rd Street, Krugersdorp North	R	R
	• Khutsong - Bridge at Sompane Street close to SAPS	R	R
	• Swaneville - Rietvallei at the disastrous site	R	R
4.	Setup and System Configuration (Dashboard, Alerts, Messaging, Reports)	R	R
5.	System and Dashboard Training	R	R
6.	SMS Notifications – Range (1 -1000) per Year		
7.	Hosting Fees	R	R
8.	Support and Maintenance		
		Sub-Total	R
		Vat@15%	R
		Total for Year 2	R

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Year 3 Project Cost

Item No	Service Description	Unit Cost (Vat Excl.)	Total (Vat Excl.)
1.	Support and Maintenance	R	R
2.	SMS Notifications – Range (1 -1000) per Year	R	R
3.	Hosting Fees	R	R
		Sub-Total	R
		Vat@15%	R
		Total for Year 3	R

Total Project Cost Over Period of 3 Years

Item No.	Description	TOTAL
1.	Year 1 Project Cost (Vat Incl.)	R
2.	Year 2 Project Cost (Vat Incl.)	R
3.	Year 3 Project Cost (Vat Incl.)	R
4.	Final Total Project Cost VAT Inclusive	R

- Final Total Project Cost VAT Inclusive MUST be indicated on SBD 3.3
- Final Total Project Cost MUST be inclusive and firm for the duration of the contract.

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
16. Payment
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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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	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.