SBD1

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	CoGHSTA B28 / 2024-25 FY	CLOSING DATE:	08 April 2025	CLOSING TIME:	11h00
DESCRIPTION	FOR THE APPINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REVIEW AND UPDATING OF THE LIMPOPO PROVINCIAL INFORMAL SETTLEMENTS UPGRADING STRATEGY (2024-2029)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
20 RABE STREET					
HENSA TOWERS					
POLOKWANE, 0699					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MOKALAPA M.J**	CONTACT PERSON	**Pholosi MV**
TELEPHONE NUMBER	**015 294 2262**	TELEPHONE NUMBER	**015 284 5071**
E-MAIL ADDRESS	**Mokalapa.johannes@limpopo.gov.za**	E-MAIL ADDRESS	**pholosimv@coghsta.limpopo.gov.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

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

DATE: ……………………………………………

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PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....BID NO.: COGHSTA B28 / 2024-25 FY

CLOSING TIME 11:00 CLOSINGDATE: 08 April 2025

OFFER TO BE VALID FOR 240 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

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.

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]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

…………………………………………………………………………………………
…………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

…………………………………………………………………………………………
…………………………………………………………………………………………
…………………………………………………………………………………………
…………………………………………………………………………………………

3. DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

…………………………………	………………………………………
Signature	Date
…………………………………	………………………………………
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state:

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Limpopo Province- Latest (not older than three months) Municipal Account/Traditional Council letter	**4**	
Black people -Valid Sworn Affidavit	**5**	
Youth - Certify ID copy (not older than six months)	**5**	
Women - Certified ID copy (not older than six months	**6**	
TOTAL	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

   (a) disqualify the person from the tendering process;

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

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

   (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

   (e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …………………………………………………

DATE: …………………………………………………

ADDRESS: …………………………………………………

…………………………………………………

LIMPOPO

PROVINCIAL GOVERNMENT

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

TERMS OF REFERENCE

FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REVIEW AND UPDATING OF THE LIMPOPO PROVINCIAL INFORMAL SETTLEMENTS UPGRADING STRATEGY (2024-2029)

TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REVIEW AND UPDATING OF THE LIMPOPO PROVINCIAL INFORMAL SETTLEMENTS UPGRADING STRATEGY (2024-2029)

1. INTRODUCTION

Given the common phenomenon to developing countries undergoing a process of rapid urbanization with limited resources to address the housing needs, which result in citizens who are in pursuit of better living conditions resorting to informal settlements. As such, government has consequently identified and prioritized the Informal Settlement Upgrading Program. The program seeks to upgrade the living conditions of millions of poor people by providing secure tenure and access to basic services as well as housing.
Given the experience that access to basic services, secure tenure and a house provides a springboard to households to improve their social and economic circumstances. As such, in ensuring that fragile community survival networks are not compromised and empowered to take charge of their own settlements, the main deliverables of the Upgrading of Informal Settlements can summarily be presented as:

- Securing formal tenure: arrangements enabling persons rights to be living in a dwelling

- Providing basic engineering services: designing and installation of upgradable and sustainable infrastructure that is affordable to informal settlements in ascertaining health and security of its beneficiaries.
- Empowering communities, households, and individuals in a sustainable manner

With the above considerations, it is therefore one of the basic tenets of the program that beneficiary communities be involved throughout the project cycle. The program therefore aims to bring about social cohesion, stability and security in integrated developments as well as create jobs and economic wellbeing for communities which have not previously had access to land; business services; formal housing as well as social and economic amenities.

Every province is required to contribute towards the achievement of the national targets in line with the current MTSF targets of the provision of assistance to households through the Informal Settlements Upgrading Programme, including the mining town's initiative to Phase 2 level of services by improving access to basic water, sanitation, and road infrastructure and services.

The Department therefore seeks to appoint a suitably qualified service provider to update, enhance and review the provincial informal settlements upgrading and management strategy.

2. PURPOSE

The Upgrading Informal Settlements Programme (UISP) is a programme of the NDoHS that is outlined in Part 3 of the National Housing Code 2009. It is envisaged as an incremental process culminating in the full upgrading of settlements over time. The main objectives of the UISP as defined by the National Housing Code are:

- Facilitate structured *in situ* upgrading of informal settlements as opposed to relocation.
- Recognise and formalise the tenure rights of residents within informal settlements.
- Provide affordable and sustainable basic municipal engineering infrastructure that allows for scaling up in the future.
- Address social and economic exclusion by focusing on community empowerment and the promotion of social and economic integration, build social capital through participative processes and address broader social needs of communities.

The main objective of this assignment is as follows:

- To update, enhance and review the Provincial Informal Settlement Upgrading and Management Strategy
- To facilitate the necessary consultative forums with the province and relevant municipalities
- To develop a detailed Action/Operational Plan linked to Provincial Budgets and MTEF;
- To develop an Informal Settlement Upgrading Pipeline.

3. LOCATION OF THE PROJECT

Below is a a pictorial illustration of the footprint of the municipal constituency of the Limpopo Province with various district and local Municipalities is shown below represented as Figure 1.

Figure 1: Pictorial illustration of Limpopo Province with District and Local Municipalities

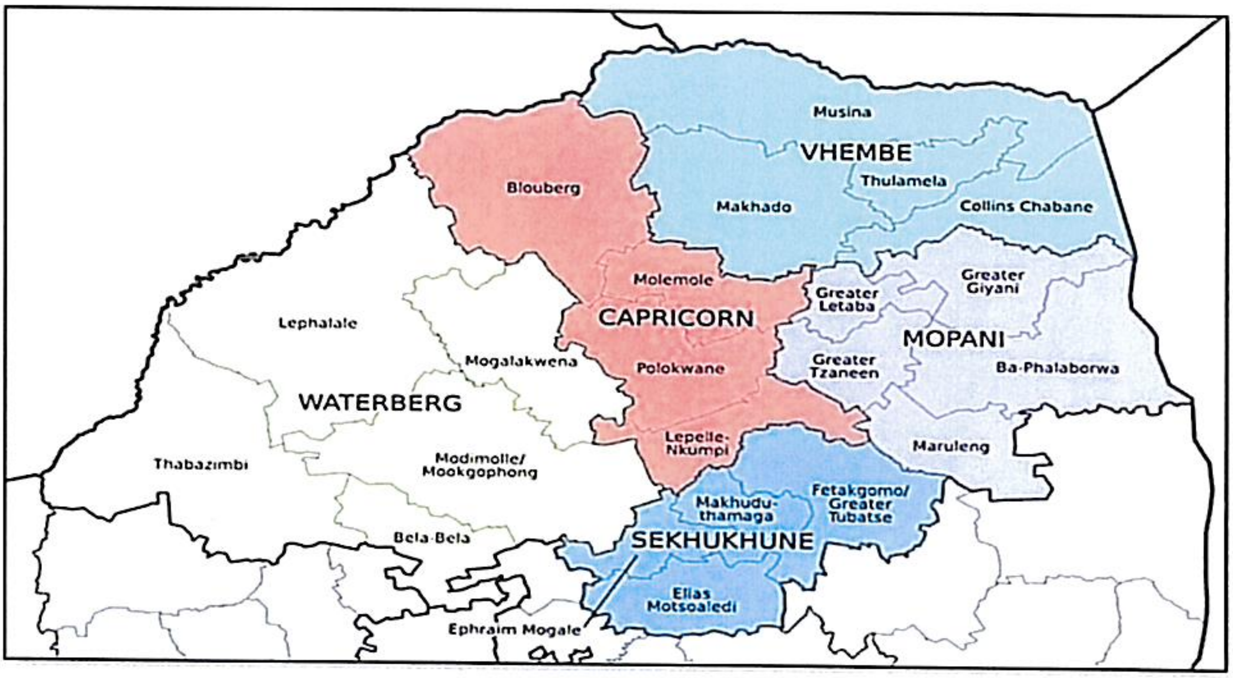

Table 1: The Limpopo Province is geographically constituted of 5 District Municipalities and 22 Local Municipalities as indicated below:

Province of the Limpopo Municipal Composition	
District Classification / Designation	Local Municipalities
Capricorn	Blouberg Molemole Polokwane Lepelle-Nkumpi
Mopani	Greater Giyani Greater Letaba Greater Tzaneen Ba-Phalaborwa Maruleng
Sekhukhune	Fetakgomo-Tubatse Ephraim Mogale Elias Motsoaledi Makhuduthamaga
Waterberg	Thabazimbi Lephalale Modimolle-Mookgophong Bele-Bela Mogalakwena
Vhembe	Musina Collins Chabane Thulamela Makhado

4. SCOPE OF WORK

The Department therefore intends to utilize the services of a well experienced service provider, to update, enhance and review the Limpopo Informal Settlement Upgrading and management Strategy, based on a review and collating of existing information which will be supplied by the Department, as well as extensive stakeholder consultations with province to assist with the finalisation of the process. At a high level, the objective of the assignment is to undertake the following:

- Updating the relevant legislative framework in line with national directives and imperatives as well as provincial imperatives about Informal Settlement Upgrading
- Incorporate all existing assessment and categorisation information as well as that of upgrading plans that have been developed.
- Develop a priotisation matrix for the implementation of informal settlements upgrading programme and projects.
- Develop key strategic pillars for the implementation of the provincial strategy taking into account the following key issue (incrementalism, land availability, sectoral alignment)
- Develop a Monitoring & Evaluation Framework to provide a mechanism for reporting and monitoring progress related to the implementation of the provincial upgrading strategy.

- Developed Informal Settlement Upgrading and Management Strategy to include a concise Action/Operational Plan and Project Pipeline
- Institutional plan for the internal management of co-ordination and implementation as well as the structuring of external relationships with other key stakeholders and institutions
- Creation/enhancement of a database of Informal Settlements in the Province.
- Development of a Provincial Informal Upgrading Strategy and Implementation Plan for the Limpopo Province.
- Develop a multi-year upgrading operational plan linking to the 3 Phases of Upgrading
- Inclusion of a priority schedule aligning to specific settlements and alignment to annual budgeting
- Undertake a public participation process to ensure affected parties are given opportunities to comments to the strategy.
- Development of a summation for annual budgeting in line with the proposed upgrading's

Further to provide guidance on expected constituents, it is expected that the upgrading shall address the following salient aspects as sections of the upgrading strategy:

4.1 Data Capturing:

a) Engagement with the Provincial Human Settlements on gathering tangible and currently relevant information for purposes of developing an effective upgrading strategy.
b) Engagement with the District and Local Municipalities on gathering tangible and currently relevant information for purposes of developing an effective upgrading strategy.
c) Development of GIS based pictorial illustrations of settlements.
d) Comparison of settlement assessment and categorization against NUSP outputs.
e) Addressing with accuracy indigent conditions relating to population dynamics.
f) Addressing bulk infrastructure conditional assessment in tandem with municipal plans

4.2 Intervention Response:

a) Due consideration of the holistic situation and the application of policy, legislation and the Housing Code in providing for a sustainable and effective upgrading response strategy.
b) Provision of economically stimulating response propositions.
c) Due consideration of building technologies that would be associated with the proposed upgrading and not solely focusing on conventional interventions.
d) Provide avenues that give rise to promotion of social amenities and economically stimulating activity in the upgrading response.
e) Provide for categorization of non-formal and formal types of settlements.
f) Undertake Public Participation on Provincial Gazette and local newspaper
g) Provide for prioritization of clusters aligned with different economic activity (Mining, Agriculture & Main Urban Centres).
h) Creativity and assertion in deriving mechanism to be efficient in responding to upgrading requirements.
i) Provision of alignment on the response mechanism required to unlock bulk infrastructure.

j) Include other aspects that are known to the industry as key to driving sustainable human settlements projects especially those aligned with upgrading of informal settlements.

4.3 Assignment Implementation Plan

a) As part of the response to this bid, the service provider shall give clear indications of the methodology they would follow in undertaking the task of developing this upgrading strategy and management plan.

b) The presentation of the response should give clear indication of the understanding by the service provider to the assignment at hand.

c) Due cognizance of the points alluded to above must form part of this response and inclusion into the proposed implementation plan.

4.4 Schedule of all informal settlements

The number of informal settlements previously identified in the province was estimated at 81 There is a need for review as they might be more informal settlement from the previous count. After the categorization is complete, a schedule including the following must be developed:

a. A list of all settlements each with their respective categorization, developmental pathway and intended response which must align with their assigned category.
b. The rationale for designating each settlement with a specific category (this must be done with every settlement in the area).
c. A schedule prioritizing each settlement against the other in terms of upgrading which must include the underlying rationale.
d. Develop time frame for Upgrading:
   - Align upgrading timelines with developmental pathway priorities, especially with the provision of essential services and ensure equitable distribution of resources.
   - Timelines should be realistic and align with other municipal plans and budgets (IDP, MYHSDP etc)

4.5 Rapid Assessment of all Informal Settlements

This is to determine appropriate developmental pathway and response: desktop & site visits.

4.6 Methodology and Work-plan

The potential service providers (PSP) are to provide a work methodology which is representative of clear understanding of the project scope stipulated above. It is expected that the PSP would provide all necessary details in light of the needs of the project inclusive of indicative timelines and resources.

5. REQUIRED SKILLS

The service provider must demonstrate the following characteristics as an indication of its capacity and readiness to implement the assignment:

- At least 10 years' experience in the field of human settlements development with emphasis on the informal settlements upgrading programme.

- Extensive and demonstrable experience in human settlements programme(s), of the National Housing Code
- Knowledge of the South African legislative and regulatory environment relating to human settlements, informal settlement upgrading and planning processes.
- Proven ability in effective written and oral communication.
- Proficiency in the use of standard word processing, web browsers, and presentation software.
- Institutional capacity to successfully carry out an assignment of this nature.

The following skills and experience are required for this project:

- Urban Planner(s)
- Town Planner(s)
- Civil Engineer/s
- Electrical Engineer
- Geotechnical Engineers
- Social Facilitation Specialist
- Environmental Consultant
- Land Surveyors
- GIS Specialist
- Health and Safety Practitioners
- Quantity Surveyors

6. DELIVERABLES AND OUTPUTS

In anticipation of the sequence of work to be undertaken, the following sequencing would be envisaged. The table below encapsulates milestones and timeframes. It must be noted that this is formed as a guide and is not exhaustive nor does it limit the service provider to respond comprehensively to the call of this terms of reference noting the importance of this assignment. the deliverables & outputs includes the following:

- A Final Report
- A Stakeholder Workshop
- Project Close Out Report
- Three copies of the printed and wire ring binding of the full documents in A4 or A3 format – the compilation graphics and maps may be provided in the same paper size of the main documents; and
- Three USBs containing high-resolution versions of the report in Microsoft word, Excel, PowerPoint as well as pdf.

Ownership and publication of deliverables – The Department will become the owner of all data collected, reports, unique indicators tailored for use by the Department, furnished and/or compiled by the service provider during the course of and for the purposes of executing the agreement. To the extent that copyright in any intellectual property compiled by the service provider during the course of and for purposes of the agreement vests with the service provider, such copyright will become the property of the Department, unless otherwise agreed by the Department in writing.

Confidentiality - information gathered and data used by the service provider shall remain confidential.

6.1 Data Quality

In accordance with the relevant standards and procedures for professional practice, and contracted scope of work, the professional service provider will submit the work as outlined above and in a format that is possible to calibrate and manipulate with other GIS-related tools and CAD software (DWG/DXF/Shape Files). All the material data which affects the site shall be accurately measured and geo-referenced and projected in the appropriate survey system. No inferior, inaccurate or incompatible data will be accepted by the Department. A clear interpretation and analysis of all the material issues about the scope of works are required.

7. REPORTING

The oversight committee consisting of key role players namely the National, Provincial, and the Local Municipality as well as Departmental staff for the project. The project will be managed by a project manager assigned to the project from within the Department.

7.1. The service provider will be expected to have weekly meetings, monthly strategic (progress) meetings with Departmental project managers and other relevant project stakeholders:
7.2. The successful Service Provider must produce and submit weekly and monthly reports covering:
7.3. Minutes of workshops/meetings.
7.4. Monthly project progress reports (milestone reporting).
7.5. Project status reports.
7.6. Stakeholder Engagement & workshop.
7.7. Any specific reporting that may be required.

8. PROFESSIONAL INDEMNITY INSURANCE

Upon appointment, the service provider will be required to furnish the Department with a **Professional Indemnity Insurance amounting to 10% of** the total value of the project from accredited financial institution. Such insurance must be submitted within 14 working days after receipt of the official appointment letter.

9. BID EVALUATION CRITERIA

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

The bid will be evaluated in three (3) phases namely:

Phase 1: Bid Conditions (Phase 1a: Administrative Compliance and Phase 1b: Mandatory Compliance).
Phase 2: Technical/Functionality Evaluation.
Phase 3: Price and Specific Goals.

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

Initials of DBSC members: KP N.D T.L

Initials of HOD MM 22

9.1 Phase 1a: Administrative Compliance

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

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

9.1.2 Completed and signed SBD 6.1, which forms part of the tender document. Failure to fully complete and submitting supporting documents will result in zero Specific Goals points.

9.1.3 Completed SBD 3.3 form which forms part of the tender document.

9.1.4 The successful bidder will be required to sign SBD 7.2 Contract form.

9.2 PHASE 1b: Mandatory Compliance

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

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

9.2.2 In the case of a Joint Venture/Consortium/Partnerships submitting a tender, include the following:

- 9.2.2.1 joint venture agreement indicating the lead partner.
- 9.2.2.2 resolution by its members authorising a member of the joint venture to sign the documents on behalf of the joint venture.

9.2.3 Signed company resolution must be attached.

9.2.4 Completed and signed Compulsory Standard Bid Document (SBD4) which forms part of the tender document.

- 9.2.4.1 Bidders should take note of clause no.3.3 to 3.6 of the SBD 4 form.

9.2.5 Price proposals must be submitted as per Annexure A attached

- 9.2.5.1 Price should include VAT (*where applicable*).

9.2.6 Original certified copies of ID of Owners and Directors. All certified copies not older than six (6) months.

9.2.7 CV(s) and certified copies of original qualification of Technical Team (Project Manager, Project Co-Ordinator, and Project Administrator). All certified copies should not be older than six (6) months. It is the bidder's responsibility to have **foreign qualifications evaluated by the South African Qualification Authority (SAQA) and submit proof of SAQA accreditation.**

- 9.2.7.1 Minimum qualification of NQF 9 in Civil Engineering/Social and Human Sciences/ Town and Regional Planning/ Public administration Development Studies/Economics/ Finance/ Project and Programme Management/ Research and Data Analysis Strategic Planning/ Governance and Policy/ Law with minimum experience of one (1) as Project Manager.
- 9.2.7.2 Minimum qualification of NQF 8 in Civil Engineering/Social and Human Sciences/ Town and Regional Planning/ Public administration Development Studies/Economics/Project and Programme Management/ Research and Data Analysis Strategic Planning/ Governance and Policy/ Law with minimum experience of one (1) as Project Co-Ordinator.
- 9.2.7.3 Minimum qualification of NQF 7 in Public Administration/ Social Science/ Business Management, Accounting, Auditing etc. with minimum experience of one (1) as Project Administrator.

9.2.8 Closing time for all bids is 11:00am on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted and/or considered.
9.2.9 Bids submitted through e-mail or fax will not be considered.
9.2.10 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number and closing date.
9.2.11 Bidders should make use of the prescribed bid documents. Do not retype or copy.
9.2.12 Use of tippex is prohibited.
9.2.13 No amendments without initializing will be accepted.
9.2.14 The Department will not enter into a contract with service providers who are not registered on the Centralized Supplier Database (CSD).
9.2.15 Deviation from Specifications/Terms of Reference is not permitted.

9.3 Phase 2: Technical/ Functionality Evaluation

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

1 = Poor, 2 = Below Average, 3 = Average, 4 = Good, 5= Very Good, 6 = Excellent

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

Criteria A: Tenderer's experience		**Points**
Project completed: *The Bidder must submit proof of successfully completed similar and/or comparative projects: Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans (e.g. Multi- Year Human Settlements Development Plan, Spatial Development Framework, Integrated Development Plan, Infrastructure Master Plans, Local Economic Development Strategy, Human Settlements Frameworks, Municipal Capacity building, Provincial Capacity Building etc), by attaching copies of appointment letter(s) and Completion certificate(s) for each completed project.* **NB:(Attach appointment letter(s) and completion certificate(s) that indicate the start and completion dates for similar work done)**	**Number of projects completed of similar nature with verifiable references, appointment letters and completion certificates.** Rating scale 6 (6 projects and above completed) Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans = 30 points) Rating scale 5 (5 projects completed Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans = 25 points) Rating scale 4 (4 projects completed) Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans = 20 points) Rating scale 3 (3 project completed) Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans = 15 points) Rating scale 2 (2 project completed) Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans = 10 points) Rating scale 1 (1 project completed) Informal Settlements Upgrading strategy/Plans or Development of Municipal	30

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		Housing Sector Plans or Provincial Sector Plans = 05 points) Rating scale 0 (0 project completed) Informal Settlements Upgrading strategy/Plans or Development of Municipal Housing Sector Plans or Provincial Sector Plans = 00 points)	
Criteria B: Experience of technical project team post professional registration			
Criteria	**Qualifications**	**Relevant Work Experience**	**Points**
Project Manager	Minimum NQF 9 in Civil Engineering/ Social and Human Sciences/ Town and Regional Planning/ Public administration Development Studies/Economics/ Finance/Project and Programme Management/Research and Data Analysis Strategic Planning/ Governance and Policy/ Law ***CVs and certified copies of original qualifications must be submitted***	**Relevant experience in any of the three spheres of government** Rating scale 5 (5 years and above = 25 points) Rating scale 4 (4 but less than 5 year = 20 points) Rating scale 3 (3 but less than 4 years = 15 points) Rating scale 2 (2 but less than 3 years = 10 points) Rating scale 1 (1 but less than 2 years = 05 points) Rating scale 0 (0 but less than 1year = 00 points)	**25**
Project Co-ordinator	Minimum NQF 8 in Civil Engineering/Social and Human Sciences/ Town and Regional Planning/ Public administration Development Studies/ Economics/ Project and Programme Management/ Research and Data Analysis Strategic Planning/Governance and Policy/ Law ***CVs and certified copies of original qualifications must be submitted***	**Relevant experience in any of the three spheres of government** Rating scale 5 (5 years and above = 15 points) Rating scale 4 (4 but less than 5 year = 12 points) Rating scale 3 (3 but less than 4 years = 09 points) Rating scale 2 (2 but less than 3 years = 06 points) Rating scale 1 (1 but less than 2 years = 03 points) Rating scale 0 (0 but less than 1year = 00 points)	**15**
Project Administrator	Minimum NQF 7 in Public Administration/Social science, Business Management/Accounting/ Auditing etc **CVs and certified copies of original qualifications must be submitted**	**Relevant experience in any of the three spheres of government** Rating scale 5 (5 years and above = 10 points) Rating scale 4 (4 but less than 5 year = 08 points) Rating scale 3 (3 but less than 4 years = 06 points) Rating scale 2 (2 but less than 3 years = 04 points)	**10**

19

		Rating scale 1 (1 but less than 2 years = 2 points) Rating scale 0 (0 but less than 1year = 00 points)	
GRAND TOTAL			**80**

IMPORTANT NOTE:

A bid which scores less than sixty percent (70% or 56 points) in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.
All Service Providers should after award furnish the Department with proof of All Risk Insurance policy with a short-term insurer registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998).

9.4 Phase 3: Price and Specific goals

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

9.4.1 Price

Price will be allocated 80 points.

9.4.2 Specific Goals

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

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

Ownership	Means of verification	Points
Limpopo Province	Latest (not older than three months) Municipal Account/Traditional Council letter	4
Black People	Valid Sworn Affidavit	5
Women	Certified ID copy (not older than six months)	6
Youth	Certified ID copy (not older than six months)	5
Total		**20**

The tenderer must indicate how they claim points for each preference point system on the SBD 6.1 form.

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

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Initials of DBSC members: KP N.D T.J

Initials of HOD MM

10. SUBMISSION PROCEDURE

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

11. ENQUIRIES

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

NAME	TELEPHONE	EMAIL ADRESS
Technical Enquiries		
Pholosi MV	015 284 5071	PholosiMV@coghsta.limpopo.gov.za
Ralukake M	015 284 5160	RalukakeM@coghsta.limpopo.gov.za
Mogotsi KP	015 284 5165	MogotsiKP@coghsta.limpopo.gov.za
Maisela ND	015 284 5544	MaiselaND@coghsta.limpopo.gov.za
Phogole KL	015 584 5043	PhogoleLK@coghsta.limpopo.gov.za
Administrative Enquiries		
Mokalapa MJ	015 294 2278	MokalapaMJ@coghsta.limpopo.gov.za
Phiri JM	015 294 2140	PhiriJM@coghsta.limpopo.gov.za

DEPARTMENTAL BID SPECIFICATION COMMITTEE SIGNATURES

Chairperson : ____________________

Member : ____________________

Member : ____________________

HOD : ____________________

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ANNEXURE A

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

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

COGHSTA B28: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REVIEW AND UPDATING OF THE LIMPOPO PROVINCIAL INFORMAL SETTLEMENTS UPGRADING STRATEGY (2024-2029)

1. PRICING SCHEDULE

ITEM	PROJECT MILESTONE	MILESTONE PERCENTAGE	PRICING (RANDS)
1.	Project Inception	10%	
2.	Situational Analysis/ Data Collection	15%	
3.	Stakeholder Engagement	10%	
4.	First Draft of Strategy	20%	
5.	Second Draft of Strategy	20%	
6.	Final Draft of Strategy	15%	
7.	Close out and Hand Over	10%	
	A - SUB-TOTAL	100%	
	B - VAT (15%) IF APPLICABLE		
	GRAND TOTAL A + B	**100%**	

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THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

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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

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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

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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

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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

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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

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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

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(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 (NIP) 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.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.