 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		Request for Proposal			Page 1 of 3					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



Provincial Supply Chain Management

Request for Proposal
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SUPPLIER INFORMATION					
COMPANY NAME					
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:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 (SBD 2)]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



Provincial Supply Chain Management

Request for Proposal
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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		TERM BASED TYPE	Y		N		VALUE BASED TYPE	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											



Provincial Supply Chain Management

RFP Point System
Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y				N		
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y				N		
If no, furnish reasons for non-submission of such proof							

10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y				N		
If YES, furnish particulars							

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y				N		
If so, furnish particulars							



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



Provincial Supply Chain Management


Special Conditions

Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "✓"

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One–

- Stage Two–

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



GAUTENG PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DEVELOPMENT OF N12 CORRIDOR MASTER PLAN FOR A
PERIOD OF 8 MONTHS**

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Abbreviation	Full Name
OoP	Office of the Premier
N12 CMP	N12 Corridor Master Plan
NDP 2030	National Development Plan 2030
GDP	Gross Domestic Product
NIP	National Infrastructure Plan
GPG	Gauteng Provincial Government
GGT 2030	Growing Gauteng Together 2030
GBV	Gender Based Violence
BBBEE	Broad Based Black Economic Empowerment
ICT	Information and Communications Technology
BRT	Bus Rapid Transit
SPLUMA	Spatial Planning and Land Use Management Act
GSDF	Gauteng Spatial Development Framework
EXCO	Executive Committee
GCR	Gauteng City Region
GCRIIMP	Gauteng City Region Integrated Infrastructure Master Plan
TMR	Transformation, Modernization and Re-industrialization
SIP	Strategic Infrastructure Project
SDF	Spatial Development Framework
IDP	Integrated Development Plan
SDIP	Service Delivery Improvement Plan
BEPPS	Built Environment Performance Plans
WRDM	West Rand District Municipality
CoJMM	City of Johannesburg Metropolitan Municipality
CoT	City of Tshwane Metropolitan Municipality
SEZ	Special Economic Zone
QLFS	Quarterly Labour Force Survey
COVID-19	Corona Virus Disease
SOPA	State of the Province Address
NGP	New Growth Path
NGO	Non-Governmental Organization

GMHSP	Gauteng Mega Human Settlement Projects
25-ITMP	25-year Integrated Transport Master Plan
DORA	Division of Revenue Act
PCF	Premier's Co-ordinating Forum
PMBOK	Project Management Body of Knowledge
ISO 9000	International Organization for Standardization
EME	Exempted Micro-Enterprise
QSE	Qualifying Small Enterprise
ECSA	Engineering Council of South Africa
SACPLAN	South African Council for Planners
GLMP	Greater Lanseria Master Plan
GVA	Gross Value Added
EAP	Environmental Assessment Practitioner

1. INVITATION

The Policy Research and Advisory Unit (Branch: Infrastructure Co-ordination) situated within the Office of the Premier (OoP) of the Gauteng Provincial Government, hereby invites proposals from suitably qualified, experienced and capacitated service providers for the compilation of the N12 Corridor Master Plan (N12 CMP) for a period of 8 months.

2. BACKGROUND

2.1. Policy and Legislative Context

The National Development Plan (NDP) 2030 highlights the critical importance of infrastructure development as an enabler of socio-economic transformation.

The NDP 2030 highlights the need for a competitive base of infrastructure through higher levels of public and private investment in economic infrastructure and in areas that directly affect the poor, such as the food value chain, public transport, education, health and telecommunications.

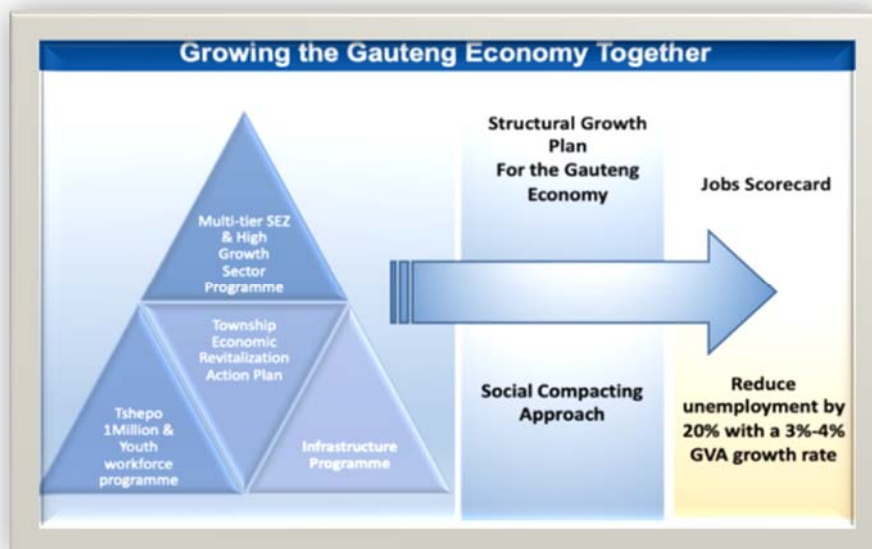
One of the goals set in the NDP 2030 is that by 2030 all South Africans will have affordable, reliable access to sufficient safe water and hygienic sanitation at least 90% of South Africans will have access to grid electricity, with the remainder meeting energy needs from off-grid sources. Furthermore, the plan calls for infrastructure investment to reach 10% of the country's Gross Domestic Product (GDP) to ensure more efficient and competitive infrastructure.

The National Infrastructure Plan (NIP), adopted by Cabinet in 2012, articulates a clear commitment by the South African Government to develop large scale infrastructure over the medium to long term to achieve the NDP 2030 goals.

Within the broader context of the National Development Plan (NDP 2030) the Gauteng Provincial Government (GPG) has committed itself to long-term planning for the province. Growing Gauteng Together 2030 (GGT 2030), is a plan of action, that will realize the long-term vision and objectives of Gauteng Provincial Government.

GGT 2030 is about executing seven priorities, 28 strategies and 160 interventions that will provide significant improvements to the lives of Gauteng citizens. GGT 2030 is about:

- Building a sustainable future for all
- Creating a society based on human solidarity, where no one is left out or left behind
- Delivering a society that protects and cares for the poor and the most vulnerable
- Ending all forms of crime, including Gender Based Violence [GBV], to create a safe secure environment for all
- Growing an economy that includes everyone and creates jobs
- Delivering quality education, skills, and quality healthcare for all
- Changing apartheid urban planning and connecting housing to economic opportunities
- Ending hunger and disease
- Ending all forms of discrimination: racism, sexism, xenophobia and homophobia
- Empowering millions of people to take charge of their own destiny
- The need for climate justice and taking action to protect the environment, for future generations
- Ensuring that people have access to internet connectivity, water, energy and food security
- Building a province in which women, youth, people with disabilities are empowered



At the top of GGT 2030 objectives is to transform Gauteng into a single multi-tier SEZ. The vision is to have at least one SEZ in each of the five regions of Gauteng (3 metropolitan municipalities and the two district municipalities). The status is as follows:

- ORTIA IDZ – designation complete and Phase 1 operational. Work is currently underway on Phase 2 (Southern Precinct)
- Tshwane SEZ – construction in progress and expected to be completed by April 2022
- Vaal SEZ – terms of reference issued on 17 June 2021
- West Rand SEZ – formulation of a coherent economic case is underway
- ICT SEZ – Feasibility study completed
- Lanseria Smart City – master plan process completed
- Tambo Springs SEZ – in concept study phase

This will promote the industrialization of the province. Targeted infrastructure interventions will support this industrialization programme. It is within this context that the master planning for N12 Corridor is required.

Spatial Planning and Land Use Management Act

The introduction of the Spatial Planning and Land Use Management Act (16 of 2013) (SPLUMA) is set to aid effective and efficient planning and land use management. In the context of the spatial transformation agenda, SPLUMA has been proposed as a possible tool to effect spatial transformation.

The Gauteng Spatial Development Framework (GSDF) 2030 (please note that the process of updating this GSDF is currently underway), adopted by EXCO as the provincial spatial development framework in terms of SPLUMA aspires to establish a balanced, polycentric spatial network, with strong and resilient nodes enabling mutually beneficial exchanges of goods and services, and movement of people.

To support the establishment of this polycentric form, four spatial development strategies are to be followed:

1. **Capitalising on proximity**, by directing higher densities closer to economic nodes and public transport networks, and improving conditions in areas closer to economic opportunities, to ensure even greater benefits for the people and economy of these areas.
2. **Managing new settlement development**, to prioritise infill development and densification, rather than expanding residential development outwards, so new settlements are functional and integrated units of the polycentric provincial network based not only on the availability of land.
3. **Building an economic network**, through a system of high-order nodes and activity corridors, developing economic clusters that benefit from synergies and unlock the advantages of agglomeration.
4. **Creating a viable and productive hinterland**, by protecting valuable resources and high potential agricultural land from harmful development, and managing water resources fugally and effectively.

At a local sphere of planning and implementation, Cities are tasked with driving spatial transformation. This transformation objective must meet the need for inclusivity, mobility, access, and economic development that drives local and national growth prospects and transforms space in a manner that is socially and environmentally sustainable.

To realise the spatial vision, all developments in the province need to adhere to six spatial development principles:

- a. Livability;
- b. Concentration;
- c. Connectivity;
- d. Conservation;
- e. Diversity; and
- f. Viability.

N12 Corridor has been identified as a strategic spatial intervention that will decisively transform the spatial landscape of the West Rand District (and by extension that of Gauteng Province) and that could assist in addressing challenges of inequality, poverty, and unemployment.. The GSDF is following the lead of national and provincial policies that are geared to advance spatial transformation at scale.

The Gauteng Provincial Government developed the Gauteng City Region Integrated Infrastructure Master Plan (GCR IIMP) 2030. The GCR IIMP is an over-arching, inter-governmental, inter-sectoral master plan aimed at realising the NDP 2030 goals. Guided by the National Infrastructure Plan and the GCR's ten-pillar TMR programme for transformative change, the GCR IIMP addresses the unique challenges and opportunities facing the GCR over the next thirteen years. It serves to guide future GCR-wide infrastructure planning to ensure:

- a. A globally competitive city region;
- b. Collaborative planning and development across the GCR;
- c. Clear policy direction to residents, stakeholders and investors;
- d. Long-term sustainability through efficient use of resources;
- e. Identification and support of new technologies, delivery models and financing alternatives; and

- f. Strategic prioritisation of critical infrastructure investments and developments.

The Master Plan includes both economic and social infrastructure, including transportation, water, sanitation, electricity, bulk waste, ICT, health and education. It covers the infrastructure programmes and projects of several stakeholders within the GCR, including the national government (SIP projects within the GCR), major state-owned entities, the Gauteng provincial government and its agencies, municipal governments and entities and the private sector (private-public partnership projects).

GCR IIMP and private sector developers, have identified the N12 Corridor as an area of future growth with great potential for socio-economic development.

Communities that were previously excluded from services and facilities through urban restructuring and consolidation will be sustainably included into centres that are functionally linked to one another and to the regional economy of the GCR. The structure of human settlements will be more consolidated to allow for cost-effective and sustainable provision of infrastructure. The following policies will need to be taken into consideration for the development of N12 CMP:

- a. National Development Plan (NDP) 2030;
- b. GGT2030;
- c. Spatial Planning and Land Use Management Act of (SPLUMA) – Act No. 16 (2013);
- d. Gauteng Spatial Development Framework (GSDF) 2030;
- e. Gauteng City Region Integrated Infrastructure Master Plan (GCR IIMP) 2030;
- f. Municipal Spatial Development Frameworks (SDF's);
- g. Municipal Integrated Development Plans (IDP's);
- h. West Rand District Municipality Integrated Transport Plans (WRDM ITP);
- i. City of Johannesburg Integrated Transport Plan (CoJ ITP);
- j. Municipal Service Delivery Improvement Plans (SDIP's); and
- k. Built Environment Performance Plans (BEPPS) for the City of Johannesburg.

I. 25-ITMP

The GCR IIMP, GSDF & GGT2030 will be made available to bidders at the non-compulsory briefing session. This will be a virtual session due to the current prevailing conditions (COVID-19). Those who need the documents referenced should contact Ms Lelethu Madyibi on 081 254 3269 or lelethu.madyibi@gauteng.gov.za and a drop-box link will be furnished to download the documents.

3. THE CUSTOMER

Office of the Premier (Gauteng Provincial Gauteng)

3.1 Stakeholders •

The nature of this work includes a variety of stakeholders, and therefore engagements with the following stakeholders would take place:

- a. Provincial and National Sector Departments;
- b. Gauteng Municipalities;
- c. Municipal entities;
- d. State Owned Enterprises; and
- e. The Private Sector: specifically, large-scale landowners and developers.

The service provider will be required to conduct a stakeholder analysis on existing stakeholders and how they may impact the project. This analysis should be able to provide guidance as to how communication will be conducted with certain stakeholders.

Contract and project management

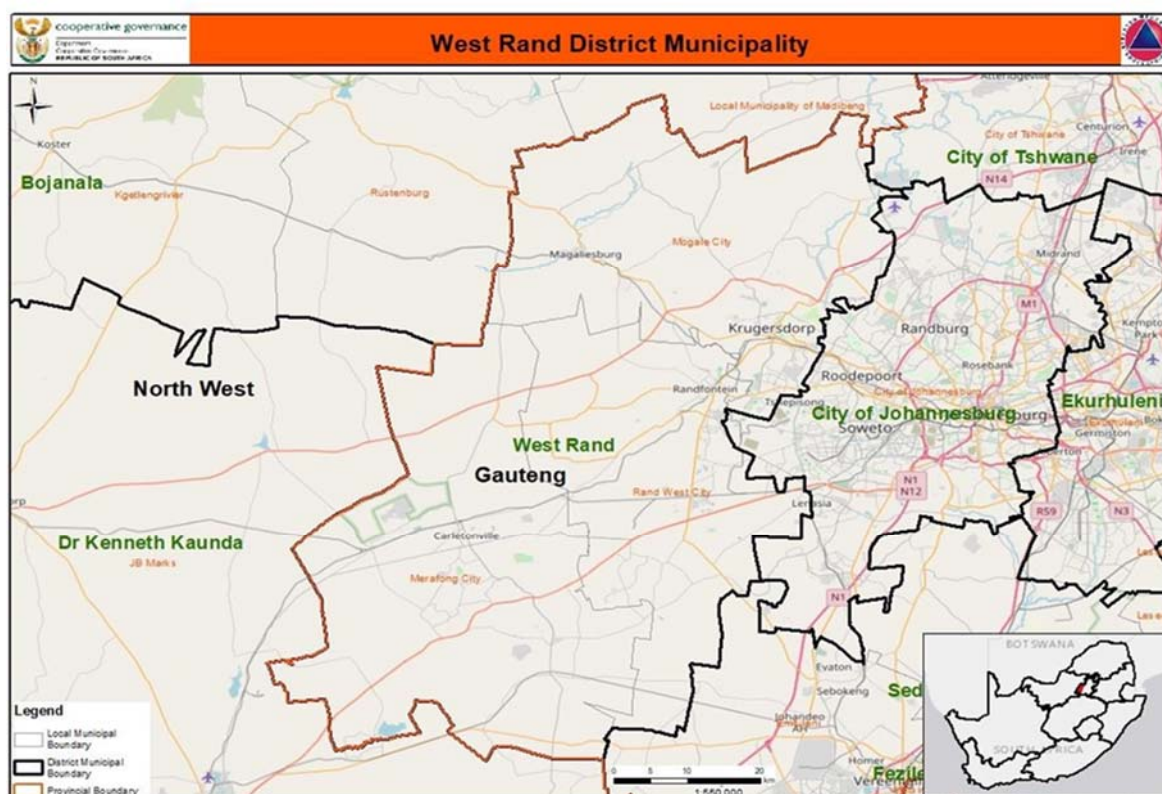
The service provider will be required to enter into a contract with the Office of the Premier to ensure the fulfilment of all the deliverables of this assignment. The contract will include *inter alia* payment milestone schedule to ensure that payment is linked to specified deliverables. The preferred bidder will also be required to appoint a

designated project manager who will liaise and consult with the Office of the Premier regarding this assignment.

4. WEST RAND DISTRICT MUNICIPALITY

Overview of the District

The West Rand District Municipality (WRDM) - a Category C municipality- is located within the western part of the Gauteng Province and it extends over 4087 km² of land area. It is surrounded by the Bojanala District Municipality to the north, the City of Tshwane to the north-east, the City of Johannesburg to the east and the Sedibeng District Municipality to the south-east. The West Rand District consists of three local municipalities: Mogale City, Merafong City and Rand West City. It is located on the south western edge of Gauteng Province and it is transversed by by major national roads, namely the N12 and N14.



Local Municipalities

Merafong City: The largest of the three municipalities in the district, making up almost half of the land area. The municipality is situated about 65km from Johannesburg and is serviced by a number of major roads, including the N12 from Johannesburg to Cape Town and the N14, which is the main road between Gauteng and Mahikeng (previously Mafikeng) via Ventersdorp. The area of the municipality is 1631,7km².

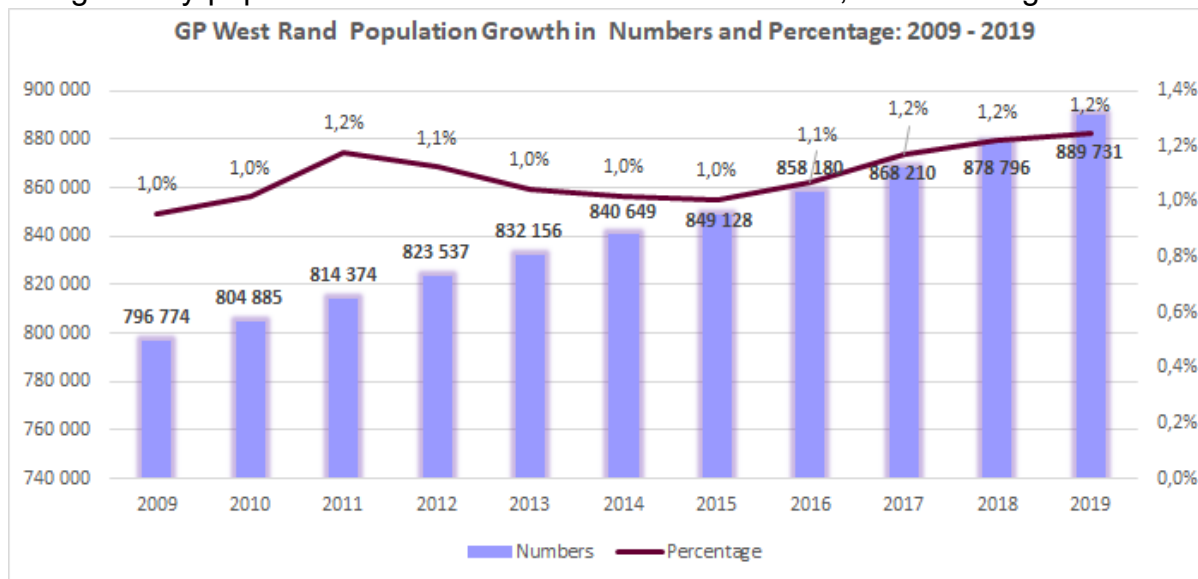
Mogale City: Largely rural but has an urban core complex which forms part of a band of development stretching from the Johannesburg Inner City. It lies directly south and west of the City of Tshwane and City of Johannesburg areas respectively. To the north, south and west it shares boundaries with the Madibeng, Rand West City and Rustenburg Local Municipalities, respectively.

Rand West City: Came into existence after the merger of two municipalities (Randfontein and Westonaria) after the Local Government Elections that took place in August 2016. The spatial structure of the Rand West City Local Municipality is characterised by dispersed urban structures consisting of various urban areas, and mining villages spread across the entire municipal area. The N12 National Road and the R28 Provincial Road, as well as the railway line, provide easy access to the area. Goods and services can reach markets and airports easily. The Bus Rapid Transport (BRT) node from Lenasia also makes it a valued area of choice in which to reside.

Population Dynamics

In 2019 the West Rand District had a population of 889 731 people and housed 6.1% of the total population in the Province. The population had been growing at about 1% between 2009 and 2010 with an increase of 1,2% in 2011. From then the population growth rate declined reaching 1% in 2015. From that year the population growth rate increased by 0,1% per annum, growing at 1,2% between 2017 and 2019.

The Mogale City population increased the most in the District, at an average annual



growth rate of 1.7%. Rand West City had the second highest growth in population, at an average annual growth rate of 1.1% and Merafong City had a negative annual growth rate of -0.42%. According to the projections undertaken by the Gauteng Department of Health the population is expected to increase to 1 110 046 by 2031, an overall increase of just more than 127 000 people over the period 2021 to 2031. The District Municipality's population consisted of 81.52% African (697 000), 14.77% White (126 000), 2.61% Coloured (22 300) and 1.10% Asian (9 430) people.

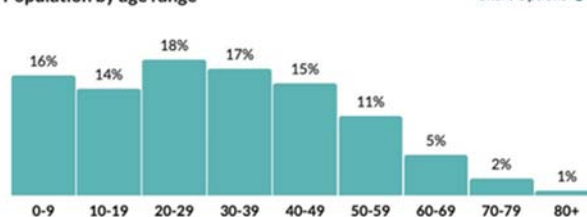
Age

30

Median age

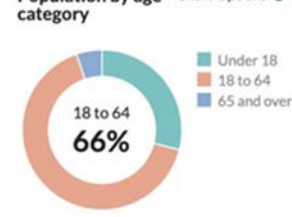
a little higher than the figure in Gauteng: 29
about 20 percent higher than the figure in South Africa: 25

Population by age range



Source: Community Survey 2016

Population by age category



Source: Community Survey 2016

The Economy

In 2018, the West Rand is estimated to have contributed about 3.8% to the economic output of the province. The sector that predominately drives the economy of the district is mining. The West Rand's economy is expected to have been in recession in 2018, with growth contracting by 1.4% from 1% in 2017. The decline in economic growth is due to the decline in mining output. The mining sector, which accounts for roughly

30% of economic activity in West Rand, is expected to have contracted by 8% in 2018. Output in manufacturing and construction also contracted.

Employment/Unemployment

About half of the economically active population is employed. With 75% of those employed being employed in the formal sector and 10% in the informal sector. The majority of the employed are in the mining sector.

Employment

49.7%

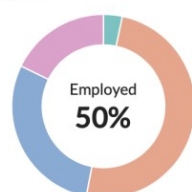
Employed

about the same as the rate in Gauteng: 50.59%

about 1.3 times the rate in South Africa: 38.87%

Population by employment status

Chart Options

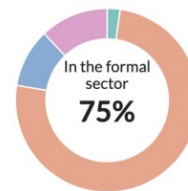


* Universe: Individuals 15 and older

Source: Census 2011

Sector of employment

Chart Options



* Universe: Workers 15 and older

Source: Census 2011

In 2018, there were a total number of 200 000 people unemployed in the West Rand (46.58%), which is an increase of 115 000 from 84 600 in 2008. The total number of unemployed people constitutes 9.75% of the total number of unemployed people in Gauteng. The West Rand experienced an average annual increase of 8.98% in the number of unemployed people, which is worse than that of the Gauteng Province which had an average annual increase in unemployment of 5.16%.

Based on the Quarterly Labour Force Survey (QLFS) for the year ending in the third quarter of 2020 (Q3), thus covering the period of the onset of the COVID-19, the employed to population ratio (i.e. the absorption rate) reduced from 41.9% to 39.2% and the labour force participation rate decreased from 61.3% to 52.5%. The impact of the COVID-19 pandemic and the associated lockdowns is clearly discernible. Unfortunately, a breakdown by district is not currently available.

It is interesting to note that the total economically active age group in the Gauteng non-metro area increased from 1 288 830 in 2016 to 1 364 000 in the third quarter of 2020, an increase of 75 170 individuals.

5. STUDY AREA

The study area is divided into three sections:

Phase 1:

Length: Towards the western direction, the study area starts at Protea (Soweto) at the Sasol filling station on the N12 highway. It then proceeds for 1 km to the intersection of N12/R558 (Krugersdorp)/Syferfontein).

Northern border: 1.3 km from edge of N12 East (towards Protea)

Southern border: 1 km from edge of N12 West (ending exactly at Lensaria Military Base)

Very important: The proposed Syferfontein human settlement is included within the study area (even if it can happen that it falls outside these borders)

Phase 2:

Length: From the N12/R558 intersection, it runs in the western direction for 15.1 km until the intersection of N12/R28 (Randfontein/Vereeniging).

Northern Border: R559 (Randfontein) provides the first border and then hands over at the start of Protea Glen Extension 35. From then on, the various Protea Glen extensions provides the border for the study area (e.g. Protea Glen Extension 28 etc). When Protea Glen township ends altogether, the border can be regarded as 3 km from the edge of N12 East.

Souther Border: 2 km from edge of N12 West

Phase 3:

Length: From the N12/R28 intersection, the study area proceeds in the western direction, passes Sibanye-Stillwater mining operations, and ends 14 km after the intersection (at a board that shows a left turn into Losberg).

Northern Border: 3 km from edge of N12 East

Souther Border: 2.5 km from edge of N12 West

Very important: All proposed Sibanye-Stillwater sites that are earmarked for Bokamoso Ba Rona and Busmark Manufacturing sites are included within the scope of study area (even if it can happen that it falls outside these borders).

Note: All distances specified for northern and southern borders are specified as starting at the edge of N12 highway (and proceeding at a perpendicular angle to the end - at a specified distance).

Total length

The total length for consideration for development of N12 Corridor Master Plan is 30.1 km. Both sides of the corridor (west and east) & both administrations (CoJMM and WRDM) are included under the study area and fall within the scope of work for this master plan.

6. WEST RAND DISTRICT SPATIAL OBJECTIVES AND PROPOSED DEVELOPMENTS

The District seeks to facilitate the consolidation of the District's settlement structure; encourage rural-urban interaction; provide a framework (spatial logic) for the efficient, equitable and sustainable provision of community infrastructure and services; unlock the development potential of existing nodal points through proposals for developing industry specific economic clusters in line with the district space economy; functionally link the main growth centres via well-developed corridors; and mitigate existing and potential future land use conflict(s) between industrial developments, mining, agriculture, and tourism.

The Table below is a translation of Spatial Vision into a more detailed Spatial Concept which is based on six main Development Objectives that serve as points of departure towards future development in the District space, which is also illustrated in the Map 1.

INDUSTRIAL, COMMERCIAL & RESIDENTIAL CLUSTERS THAT WILL RE-IGNITE THE N12 CORRIDOR

The development of a bus manufacturing plant has been identified as a game changer for the Western Corridor in Gauteng particularly given the potential to counteract the decline in the mining industry in this area as well as addressing the need for economic diversification and development. Busmark and Founding Partner Sibanye Gold have the potential to create a platform to foster growth and development of the region as spearheaded by all spheres of government in the region.

1. West City Industrial Park –which is 80 HA in size, and located on R93. Busmark anchored Industrial Park with various sub-factories, and component manufacturers.

2. Bokamoso Barona which is a 30,000 HA agri project focused on creating primary and secondary economy in the West Rand, a project anchored by land donation by SibanyeStillwater

3. West City Industrial Park Phase III

West Rand Logistics Park & Masingita City – a logistics park focussed on anchoring the Western Corridor of Gauteng to manage logistics in and out of the West.



The Gauteng process is seeking to catalyse the creation of new industries, new economic areas and new cities on the N12 Corridor. The focus of these joint initiatives (with private sector and other spheres of government) will be tourism, agriculture, and agro-processing and renewable energy projects. This includes diversifying the West Rand economy away from reliance on mining to include bus manufacturing, agri-business and agro-processing, renewable energy and tourism. The pipeline of concrete projects which include the expansion of Busmark bus manufacturing plant, Agro-processing Mega Park & Logistics Hub and other private sector mega projects are to be developed in the Western Corridor. It is projected that the total value of this projects is R46 billion and bulk infrastructure of R10.7 billion is required to unlock these developments. The developments will create 362 000 construction jobs and 129 600 permanent jobs over the next 20 years. The list of the proposed developments on the corridor includes but is not limited to:

West Rand Mega Park: this will include a solar farm, industrial park, food city (including fish market and fresh produce market), truck depot, container depot, Hotel and conference facility, Training Centre

Protea Glen Ext 23: develop and service 3109 stands which will be ready for bonded houses.

Masingita City: development of 85 000 km² shopping centre

Busmark Development: the company is looking to relocate its existing operations from Randfontein into the park with a focus on developing a Smart Factory, and creating additional employment opportunities as well as opportunity to absorb reskilled mineworkers in to the Smart Factory site and the ecosystem that is being developed around the West City Industrial Park

Syferfontein: human settlement project with an estimated number of 35 000 units

Afribiz City: human settlement project with an estimated number of 15 000 units

Bokamoso Ba Rona: Sibanye-Stillwater is donating land as part of West City Industrial Park and will be launching an agri-processing facility and renewable energy projects

Lufhereng: human settlement project with an estimated number of 24 000 units

Freight and Logistics Hub: Transnet is investigating a freight and logistics hub in the area (although this is a long term horizon project)

There are other projects that are still at conceptual phase (for example, the proposed green Hydrogen production development and will need to be catered for. It is expected that the successful service provider will identify all projects (not only the above mentioned projects) that have a direct bearing on the development of the N12 Corridor and factor them into the master planning.

7. SCOPE OF WORK

The project entails the development of the N12 Corridor Master Plan (N12 CMP), where the area of study is as defined in section 5 of these terms of reference. The service provider must take into consideration the roads, proposed development and general principles for “definition of a corridor” when defining the study area (especially the width/breadth). The service provider must clearly label the proposed study area using a map.

The N12 CMP must stitch the corridor into an integrated, co-ordinated and cohesive whole. This master plan will serve as an inter-governmental and inter-sectoral planning and implementation tool towards inclusive growth and development of N12

Corridor. Hence, it is vital that the master plan identify all plans by relevant players (private sector, state owned enterprises, NGOs, all spheres of government) along the N12 Corridor and their respective plans for up to 20 years (2041). The master plan will be required to identify any potential industries and sectors that can create synergies with the existing or future plans in the corridor.

The important function of the master plan is to identify infrastructure requirements that will enable and catalyse the proposed developments on the N12 Corridor and to support the designation of the West Rand SEZ.

West Rand SEZ

One of the critical focus points of the N12 Corridor Master Plan must be the catalyzation of the West Rand SEZ (through identification and sequencing of key infrastructure projects that will enable and active the SEZ). The Province is in a genesis stage of applying for SEZ designation for the N12 Corridor. The Premier stated the following in the State of the Province Address (SOPA) of 2021:

“I am happy to report that work on the West Rand SEZ is progressing well. Approximately 100 hectares of land was made available by Sibanye Still Water Pty Ltd, along the N12 Corridor. We are working with the West Rand District Municipality, Department of Trade, Industry and Competition, the African Development Bank, Sibanye Still Water, Busmark, West Rand Mega Park and Bokamoso Ba Rona small-scale farmers on this initiative. We will get final approval of the SEZ this year so that construction of bulk infrastructure can commence before the end of this year. We are working hard to ensure this SEZ is completed by 2024.”

The goals and objectives of this SEZ is to contribute towards:

- The acceleration of industrialization in general, and to specifically promote the development of targeted industrial capabilities in order to promote economic growth and creation of sustainable quality and sustainable jobs in support of the, New Growth Path (NGP), NDP and regional development strategies;

- The creation of a regionally diversified industrial economy through the creation of new industrial hubs in this under-developed region of the country;
- To develop and promote the mastery of targeted industrial capabilities within the framework of the New Growth Path (NGP) and the National Development Plan,
- To promote beneficiation and value addition to the country's minerals and other natural resources,
- To develop world-class infrastructure required to support the development of the targeted industrial activities,
- To attract relevant foreign and domestic direct investment required to support the mastery of the targeted industrial capabilities,
- To accelerate economic growth and the creation of much needed jobs.
- To promote South African manufactured products

Considering the above background, one of the goals of the N12 Corridor master plan is to develop an over-arching, inter-governmental, inter-sectoral plan aimed at realising the above objectives of the proposed SEZ . The master plan needs to address the unique challenges and opportunities facing infrastructure development requirements in line with accelerated economic, industrial, spatial, social, ecological transformation and transport integration.

The master plan shall guide the development of the SEZ to ensure:

- Collaborative planning and development.
- Clear policy direction to government, stakeholders and investors.
- Long-term sustainability through efficient use of resources.
- Identification and support of new technologies, delivery models, and financing alternatives (expecially for bulk infrastructure projects).
- Strategic prioritisation of critical infrastructure investments and developments
- Identifying key strategic infrastructure projects that will catalyze the SEZ
- Propose the sequencing of these infrastructure projects to ensure efficient and effective utilization of resources
- An effective Implementation Plan for identified projects
- Context of infrastructure investment is supported through a sound Capital Investment Framework.

Identification of Primary Activities (driven by principles of sustainability, mixed use, integration, connectivity, connectness)

One of the objectives of this master plan on the N12 Corridor is to ensure that economic development is stimulated and the spatial location of activities and people have a positive impact on the local, regional and national economy. It is imperative that development on this corridor is conceptualized in a sustainable manner. Therefore, it is essential to consider land use, sectoral and other economic activity, settlement patterns, legislation, policies, and related initiatives that have an influence on the N12 Corridor development. The following key issues related to land use planning will need to be addressed:

- Spatial vision
- Integrated planning
- Settlement patterns (both formal and informal)
- Co-ordination between spheres of government
- Economic nodes or hubs
- Alternative modes of transport (especially given the importance of railway line along the N12 Corridor – this presents significant potential for economic spin-off export opportunities)

The master plan should provide solutions to strategically direct infrastructure investment and management in order to:

- Create a roadmap for future economic and industrial infrastructure investment development that is consistent with National, Provincial and Municipal policies and legislation.
- Adapt policies, operations, facilities and infrastructure to changing technology, infrastructure trends, regulations, natural and man-made disasters.
- Prepare a prioritized infrastructure investment and management plan that takes into account the following:
 - Status quo and deficit analysis.
 - Scenario planning and modelling future infrastructure needs
 - Sectoral infrastructure plans.
 - Prioritization of capital projects.
 - Costing of infrastructure requirements.

- Technical and Funding options.
- Develop a multi-criteria evaluation tool to be used in the prioritization of the development investment options and a final priority matrix of investments and economic and industrial infrastructure options that will support the SEZ. The development of the evaluation tool will be done in close consultation with the main stakeholders and will take into consideration the following themes.
 - Economic – contribution to national and growth agenda, cost-benefit analysis, efficiency and ease of doing business.
 - Financial – life cycle costs, operation and maintenance costs and ability to pay.
 - Applicable policy and legislation to also deal with incentives and rebates.
 - Spatial – consolidation and enhancement of strategic and established nodes, and facilitation of nodes showing potential for growth.
 - Social – basic services, level of service, living standards.
 - Environmental – protecting/improving the environment / climate resilience.
 - Technological – ICT/connectivity/software and hardware.
 - Readiness – preparation underway, e.g, feasibility studies.

Sectorial Plans

All maps should be produced in print as well as shapefile format (projection WGS 84)
The following components must be included in the N12 CMP:

Water:

A report and maps of:

- a. Areas with access to piped water supply
- b. Areas with no access to piped water
- c. Priority areas as per municipal spatial development frameworks (and built environment performance plans for metropolitan municipalities) and projects (as per municipal IDPs and Service Delivery Improvement Plans) requiring upgrading and refurbishment of bulk infrastructure.

- d. Priority areas, projects (including sequencing of projects) requiring infrastructure to meet large scale private investment demands as well as Human Settlement developments that are planned for under the Gauteng Provincial Government 'Mega Projects: Clusters and New Cities' policy of 2015 (considering mixed use, typology, densities, integration).

An implementation plan with cost estimates and timelines based on:

- a. Demand projections for the next 20 years, in line with densities prescribed by municipal SDFs, and extrapolation of current growth and densification trends;
- b. Eradication of backlogs (areas identified with no access to piped water);
- c. Reduction of water losses in line with targets set by National and Provincial Government;
- d. Priority projects for large scale upgrades and refurbishment;
- e. Priority bulk supply projects for new known private sector developments as well as the Gauteng Mega Human Settlement Projects (GMHSP) and Municipal Human Settlement projects. Indication per proposed project whether it is supported by the relevant municipality as per their SDF, whether bulk infrastructure capacity has been allocated to the project in compliance with Human Settlement Development Grant conditions as per the Division of Revenue Bill, 2018, whether it is located within a metropolitan municipalities "Integration Zone" as per the Built Environment Performance Plan which could make the project eligible for national infrastructure grants related to spatial targeting;
- f. Where applicable, indicate sustainable, innovative, green and cost-effective infrastructure solutions;
- g. Information contained in recently compiled water master plans and frameworks may be used where such is available and reliable; and
- h. Identify potential funding sources.

Sanitation

A report and maps of:

- a. Areas with access to waterborne sanitation;
- b. Areas with no access to waterborne sanitation;

- c. Priority areas in each municipality requiring upgrading and refurbishment as per municipal spatial development frameworks (and built environment performance plans for metropolitan municipalities) and projects (as per municipal Integrated Development Plans and Service Delivery Improvement Plans); and
- d. Priority areas in each municipality requiring infrastructure to meet large scale private investment demands, Municipal Human Settlement projects as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)

An implementation plan with cost estimates and timelines based on:

- a. Demand projections for the next 20 years;
- b. Eradication of backlogs (areas identified with no access to waterborne sanitation);
- c. Priority projects for large scale upgrades and refurbishment;
- d. Priority bulk supply projects for new known private sector developments as well as Municipal Human Settlement Projects and Gauteng Mega Human Settlement Projects;
- e. Where applicable, indicate sustainable, innovative, green and cost-effective infrastructure solutions;
- f. Information contained in recently compiled sanitation master plans may be used where such is available and reliable; and
- g. Identify potential funding sources.

Electricity:

A report and maps of:

- a. Areas with access to grid electricity;
- b. Areas with no access to electricity;
- c. Priority areas requiring upgrading and refurbishment; and
- d. Priority areas requiring infrastructure to meet large scale private investment demands as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)

An implementation plan with cost estimates and timelines based on:

- a. Demand projections for the next 20 years;
- b. Eradication of backlogs (areas identified with no access to grid electricity);
- c. Priority projects for large scale upgrades and refurbishment;
- d. Priority bulk supply projects for new known private sector developments as well as the Gauteng Mega Human Settlement Projects;
- e. Information contained in recently compiled electricity master plans may be used where such is available and reliable; and
- e. Identify potential funding sources.

Solid Waste**A report and maps of:**

- a. Demand projections for the next 20 years;
- b. Existing landfill sites (operational municipal sites, private sites and closed sites);
- c. Priority areas requiring upgrade and refurbishment
- d. Proposals on location of future landfill sites and alternative waste disposal infrastructure to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)
- e. Where applicable, indicate sustainable, innovative, green and cost-effective infrastructure solutions;
- f. Information contained in recently compiled solid waste master plans may be used where such is available and reliable; and
- f. Identify potential funding sources.

Transport**A report and maps (based on 25-year Gauteng Integrated Transport Master Plan (25-ITMP)) of:**

- a. Existing road network;
- b. Existing rail network;
- c. Existing air network;
- d. Planned road network extensions;

- e. Planned rail network extensions;
- f. Existing air network extensions;
- g. Non-motorised transport facilities in the Corridor;
- h. Status quo of freight movement in the Corridor;
- i. Status quo of public transport (taxis (including taxi ranks), bus, routes, paved sidewalks, lay-bays);
- j. Public transport network should be clearly shown;
- k. Recommendations and proposals on how to deal with expected public transport demand for the next 20 years;
- l. Proposals on other extensions to the transport network that would be required to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration);
- g. Existing freight and logistics hubs;
- h. Planned freight and logistics hubs and links to SIP 2; and
- i. Rail linkages;
- j. Implementation plan for road network, public transport facilities and freight and logistics hubs – based on demand/volumes projection for the next 20 years);
- k. Identify potential funding sources

Information And Communications Technology (ICT)

A report and maps of:

- a. Area representation of households with access to internet network;
- b. Area representation of households with no access to internet network;
- c. Area representation of efficiency in connectivity;
- d. Area representation of efficiency in connectivity that should improve to support development and investments;
- e. The spatial extent of the Gauteng Broadband Network in various nodes, social housing and state infrastructure;
- f. Priority areas requiring upgrading and refurbishment; and
- g. Priority areas requiring infrastructure to meet large scale private investment demands.

An implementation plan with cost estimates and timelines based on:

- a. Demand projections for the next 20 years;
- b. Eradication of backlogs (areas identified with no access to internet);
- c. Priority projects for large scale upgrades and refurbishment;
- d. Priority bulk infrastructure for known private sector developments; and
- e. Information contained in recently compiled ICT master plans and frameworks may be used where such is available and reliable; and
- f. Identify potential funding sources.

Economic Infrastructure**A report and maps of:**

- a. Existing key economic infrastructure projects as drivers of job creation and sustainable economic growth; and
- b. Plans of proposed key economic infrastructure projects.
- c. Infrastructure needed to support the transition into fourth industrial revolution (4IR)
- d. Linkages to Industrial Parks

An implementation plan with cost estimates and timelines based on:

- a. Demand projections for the next 20 years;
- b. Priority projects for large scale upgrades and refurbishment;
- c. Information contained in recently compiled commercial master plans and frameworks may be used where such is available and reliable; and
- d. Identify potential funding sources.

Health**A report and maps (in consultation with the Gauteng Department of Health, municipalities and private service providers) of:**

- a. Existing provincial and municipal health care facilities (district, regional, specialised and central hospitals as well as community health centres and primary health care centres);

- b. Planned provincial and municipal health care facilities to be constructed and major infrastructure requirements for the implementation of the National Health Insurance scheme;
- c. Proposals on additional health care facilities to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects; and
- d. Identify potential funding sources.

Education

A report and maps (in consultation with the Gauteng Department of Education and private service providers) of:

- a. Existing public primary and high school facilities;
- b. Planned public educational facilities to be constructed;
- c. Proposals on additional public educational facilities to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration); and
- d. Identify potential funding sources.

Other social infrastructure

A report and maps (in consultation with the Gauteng Department of Education) of:

- a. Existing public social facilities;
- b. Planned public social facilities to be constructed; and
- c. Proposals on public social facilities to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration); and
- e. Identify potential funding sources.

Agriculture

A report and maps (in consultation with the Gauteng Department of Agriculture and Rural Development) of:

- a. Existing public agricultural holdings;

- b. Existing private agricultural holdings;
- c. Potential of land for agricultural activities; and
- d. Urban agriculture (and recommendations on how to maximize the agricultural potential of the corridor)

Environment and Heritage

A report and maps (in consultation with the Gauteng Department of Agriculture and Rural Development) of:

- a. Sites of interest: Preservation and conservation with regards to the natural environment and heritage;
- b. Public holdings; and
- c. Private holdings.

Institutional Arrangements

- a. Recommendations on appropriate institutional arrangements that would ensure coordinated planning and delivery of infrastructure across all spheres of government and the private sector.

In doing so, the service provider must utilise and consider the following:

- Existing policies and plans (National, provincial, and local government as well as State Owned Companies and private sector plans);
- All spatial development frameworks or policies developed in terms of the Spatial Planning and Land Use Management Act, 2013, including the GSDF 2030, municipal SDFs, etc.;
- Latest annual Built Environment Performance Plans for metropolitan municipalities as prepared in terms of the provision of the Division of Revenue Act (DORA) to access conditional grants in the built environment linked to spatial targeting;
- Comparative city-region analysis as it relates to airport development nodes
- Other relevant long-term planning information; and

- The, GCR IIMP, 25-ITMP, and Gauteng Provincial Environmental Management Framework.

Innovation and Uniqueness

N12 Corridor is unique in its nature and characteristics. The service provider is expected to take into considerations all the unique traits and attributes of the N12 corridor to generate an innovative and distinct master plan (from other Corridors) that addresses the uniqueness of the corridor. This uniqueness shall take into account the rehabilitation of the mining land.

The scope of work should further extend to cover the following activities:

- a. Developing a detailed integrated infrastructure implementation plan (with technical specifications) for the N12 Corridor (using sanitation as an example, the implementation plan should clearly state the capacity of modules required, diameter and length of bulk line(s), number of sewer manholes and how far apart they will be etc, sequencing (taking efficiency of resource utilization into consideration and costs). These details will also be required for all other infrastructure sectors/types. The implementation plan should ensure efficient utilization of resources (for example for sanitation: starting with a small module to address urgent and immediate needs to kick-start developments on the Corridor and being able to upgrade sanitation capacity (with additional modules) as the developments on the N12 Corridor ramps up for the next 20 years)
- b. Develop and execute a comprehensive and extensive stakeholder engagement plan;
- c. Attending all stakeholder engagements in order to be able to record and take into account inputs made;
- d. Arranging meetings with relevant provincial departments and municipalities, State Owned Companies and the private sector;
- e. Develop power point presentations on the work done, in preparation for stakeholder and public engagements;

- f. Preparation of reports and presentations to EXCO and other decision-making structures, such as the Infrastructure Technical and Secretariat Sub-Committees and the Premier's Coordination Forum (PCF);
- g. Advise the Policy and Advisory Services Unit (Branch: Infrastructure Co-ordination, Office of the Premier) and participate in strategic engagements with the Policy Unit on the plan; and
- h. Compiling an attractive summary booklet of the master plan containing the necessary maps, graphics, catalytic projects etc.
- i. Compiling a comprehensive annexure that includes an AS-IS Analysis on existing plans that are currently running in other local and provincial government departments, relating to development within the study area, and progress on their implementation.
- j. Develop a 3D visual representation of primary nodes that clearly reflects innovative planning principles and sustainable solution in the Corridor
- k. Implementation plan that will highlight the required catalytic infrastructure projects
- l. Recommend the key actions required at provincial and municipal level to ensure seamless integration with existing plans

Note: All potential service providers will be given access to Greater Lanseria Master Plan. Although the GLMP is not for a corridor & has some differences with N12 CMP, it represents a useful guide (and line of thinking) of what Gauteng Province is looking for in N12 CMP.

8. REQUIRED EXPERTISE AND WORK PLAN

The appointed service provider will have the following responsibilities and carry out the following tasks;

- a. Prepare a preliminary work plan, which briefly outlines the work schedule and the timeframes in which the work is to be conducted;
- b. Prepare a quality management plan;
- c. Prepare and submit progress reports on a bi-weekly basis, updating the Policy Unit (OoP) on work progress;

- d. Prepare and deliver PowerPoint presentations on the draft report as and when required which the Policy Unit (OoP) and other stakeholders will review and comment on in the process towards producing the final report;
- e. Prepare and deliver the Draft Report, as and when required, which the Policy Unit (OoP) and other stakeholders will review and comment on in the process towards producing the final report;
- f. Prepare and deliver presentations of the final report incorporating clear and implementable recommendations; and
- g. Prepare and deliver all GIS mapping material in shapefile format and data material in X Y Coordinates on an EXCEL spreadsheet.

Detailed project requirements in terms of activities and deliverables will be discussed further with the appointed service provider prior to commencement of the project.

A qualified service provider who will be able to demonstrate the required skills and experience will be appointed to compile the N12 Corridor Master Plan. The service provider must have the necessary technical expertise, including document writing, editing and layout, with proven ability to consolidate government strategy documents.

Showing capacity and expertise in the following key competencies will place service providers in good stead:

Qualifications and Experience required

Note: The qualifications below are minimum requirements (Bachelor's degree or NQF Level 7) and any qualifications above this (for example, Masters) will result in full points allocation.

Role	Qualification	Skills/Experience	Professional Registration
Project Manager	At least a Bachelor's degree equivalent qualification in Civil Engineering, Town/Urban or Regional Planning	5 or more years in infrastructure planning	

	or in the Built Environment (BSc Engineering, BTech etc)		
	PRINCE 2/Project Management Professional (PMP)	Lead role in infrastructure planning projects where he or she was a Project Manager for 3 or more projects	Prince 2/PMP
Team Members:			
Town Planner	BTech/ BSc or in Town/Urban or Regional Planning	4 or more years experience in town planning	Professional Planner (Registered Professional with SACPLAN)
Civil Engineer	BTech, BEng/ BSc in Civil Engineering	4 or more years in built environment sector	Professional Engineer Registered with ECSA
Geographic Information Scientist	BA/BSc in geographical Science	3 or more years experience	Registered Professional with SAGC/PLATO
Transportation Economist	BCom in Transport Economics	4 or more years in the transportation sector	
Environmental Specialist	BA/ Bachelor's Degree / BSc / Honours/ Masters (Environment),	3 or more years working as an environmental specialist	Environmental Specialist (Registered EAP)

Infrastructure Planner	BEng/ BSc/ in Civil Engineering	5 or more years in infrastructure planning	Professional Engineer Registered with ECSA
Agricultural Economist	BSc/ BCom/ Bachelor's Degree)	5 or more years working in the agricultural field	
Transport Planner	BTech/ BEng/ BSc/ in Civil Engineering	5 or more years in transportation planning	
Stakeholder Engagement Specialist	Certificate in Stakeholder Engagement	2 or more years working on stakeholder engagement field	
Freight and Logistics Management	(BTech/ BCom/ BSc in Transport Management),	3 or more years in freight and logistics	
Traffic Engineer	BTech/ BEng/ BSc/ in Traffic Engineering	5 or more years in traffic engineering	Professional Engineer Registered with ECSA

Note: Bidders must submit CV's, Certified Copies of Qualifications and proof of registration with relevant professional bodies. Certified copies should not be dated longer than 6 months.

- a. Background in writing complex documents pertaining to government plans, policy or strategy;
- b. Knowledge of public governance issues, including understanding of economic, social and political issues particularly facing the region and the country in general;
- c. Knowledge of and experience in infrastructure planning in the public sector;
- d. Knowledge of and familiarity with Gauteng and the public sector;
- e. Experience in undertaking comparative analysis;
- f. Experience in the development of strategy documents and plans, especially for the public sector;
- g. Experience in gathering, collating and analysing secondary data, and producing focused and coherent documents and reports; and

- h. Experience in drawing conclusions, pointing to policy implications and making recommendations for the implementation of study findings as well as implications for future work.

Specifically, the service provider's team members would be expected to possess the following competencies and skills;

- a. Project Management
- b. Town/Urban/ or Regional Planning
- c. Transportation Economics
- d. Civil Engineering
- e. GIS: Mapping spatial information and the ability to perform spatial analysis
- f. Environmental Sciences
- g. Infrastructure Planning
- h. Agricultural Economics and Extension
- i. Transport Planning
- j. Stakeholder Engagement
- k. Freight and Logistics Management
- l. Traffic engineering
- m. Exceptional writing skills
- n. Advanced research skills
- o. Analysis and consolidation of research
- p. Content management
- q. Development of professional presentations
- r. Strategy development
- s. Analysis and consolidation of existing policies, plans, proposals and strategies
- t. Editing and proof reading skills
- u. Consolidating and synthesising information
- v. Attention to detail
- w. Ability to write research briefs
- x. Ability to interpret government policies and strategies
- y. Ability to align strategy documents to existing policies
- z. Basic understanding of public administration, understanding of short, medium and long-term planning frameworks

9. THE CONTENT OF PROPOSAL SUBMISSION

The proposals must be submitted according to the following format:

- Section 1: Covering letter (including contact details of the service provider and lead consultant)
- Section 2: Interpretations of the brief and scope of work
- Section 3: Detailed project execution plan linked to the specified deliverables set out on required services of terms of reference.
- Section 4: Project team and professional role / task and abridged curriculum vitae of each project team member. This should include qualifications, skills and experience as well as references of each member of the team.
- Section 5: Summary of company profile, including ownership and management structure, company experience and expertise in the related field and any other work relevant to this assignment, including the company mentorship to other emerging companies.
- Section 6: Detailed approach and methodology setting out in detail how the service provider will satisfy the objectives and deliverables outlined above while ensuring skills transfer.
- Section 7: The detailed project execution must also specify hours of work and an hourly rate for each task
- Section 8: Portfolio of previous work done with colour images

10. ESTIMATED TIMEFRAMES

The final deliverable for the N12 Corridor Master Plan is expected to be 8 months after contract award and no extension will be allowed or granted. The scope has been frozen and will not be extended. The appointed service provider will also submit deliverables in the stated time frames:

- a) A detailed Project Plan should be submitted to OoP within 15 working days of appointment. The Project Plan must at least address the following:**
 - i. Confirmation of the names of the project team members who will be involved in the project.

- ii. Prepare a preliminary Work Plan which briefly outlines the work schedule/milestones, and the timeframes in which the work is to be conducted.
- iii. Stakeholder participation / consultation plan.
- iv. A schedule of project meetings for feedback / progress reporting to the OoP Project Manager.
- v. Identification of key risks and proposed mitigation measures.

11. REPORTING PROCEDURES

The appointed service provider will report directly to the Director: Infrastructure Co-ordination or his nominee, for purposes of day-to-day management of the project. Given the extensive nature of the project and strict timeframes, the service provider would be expected to be available on a full-time basis. Performance of the service provider will be assessed on a bi-weekly basis and negotiated consultations will occur with the service provider to report on and discuss progress towards performance goals.

Five payments will be made according to the delivery schedule in paragraph 9 (at 3%, 27%, 30%, 30% and 10%). All invoices must detail work completed for the phase and be accompanied by evidence. No upfront payments will be made. Should the service provider not meet the outlined requirements, the OoP reserves the right to find a replacement.

12. INTELLECTUAL PROPERTY

All materials produced during the study belong to the Policy Research and Advisory Unit (Branch: Infrastructure Co-ordination). No data can be reproduced without prior permission from the Policy Unit.

13. DELIVERABLES AND DELIVERY SCHEDULE

Durations for the deliverables are as follows:

TASK	DURATION
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Completion of preliminary work plan and inception report (3%)	1 month
Completion and presentation of draft of first segment of N12 Corridor Master Plan (27%)	2 months
Completion and presentation of draft of second segment of N12 Corridor Master Plan (30%)	2 months
Delivery of draft of entire N12 Corridor Master Plan for comments (30%)	2 months
Delivery of final version of N12 Corridor Master Plan (10%)	1 months

14. GENERAL CONDITIONS

14.1. The RFP Pack

General conditions are stipulated in the various documents which make up the RFP Pack, which should be completed as required.

The end user: To ensure that the service supplied is of the required quality and that any non-conformances (even if only suspected) is reported to Gauteng Provincial Treasury transversal supply chain unit.

Service provider is to make available the following in addition to the final version of the N12 Corridor Master Plan:

- A summary booklet of the final Master Plan
- A presentation
- Shapefiles

15. EVALUATION METHODOLOGY

GPG reserves the right to negotiate the terms and conditions of the contract including price with the successful bidder .

The evaluation for this bid will be carried out in two (2) stages:

- **Stage 1A:** Pre-qualification;
- **Stage 1B:** Administrative Compliance
- **Stage 1C:** Functionality/Desktop Evaluation

- **Stage 2:** Price and BBBEE evaluation in compliance with PPPFA.

a) STAGE 1A: PRE-QUALIFICATION CRITERIA

The Gauteng Office of the Premier has decided to apply the pre-qualifying criteria to advance certain designated groups in accordance with PPPFA Regulations of 2017. To this end, OoP will apply Regulation 4(1)(b), that is an EME or QSE.

“EME” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act and its annual total revenue of R10 million or less, Level of Black Ownership and Level of B-BBEE Contributor.

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act and its annual total revenue of between R10 million and R50 million, Level of Black Ownership and Level of B-BBEE Contributor.

The below table must be completed by ticking the appropriate box and attach the required proof.

Table1: Pre-qualification Criteria:

Pre-qualification Criteria	Comply	
	YES √	NO √
Regulation 4(1)(b) EME or QSE (Tick the appropriate box)		
EME		
QSE		

A tenderer that does not fall under PPR 2017 Regulation 4(1)(b) EME or QSE as stipulated in the above table is an unacceptable tender and will be disqualified from further evaluation.

In order to evaluate if the tenderer complies with Pre-qualification Criteria stated in Table 1 above, bidders **must submit** the following supporting evidence:

Table2: Supporting Documents for Pre-qualification Criteria:

CATEGORY OF DESIGNATED GROUP	DOCUMENTS REQUIRED	BRIEF DESCRIPTION
EMEs or QSEs	<ul style="list-style-type: none"> • A valid BBEE Certificate or a valid Sworn Affidavit. • Copies of certified copies of a sworn affidavit will not be accepted. • Certified copies should not be older than six months. 	<p>An EME is required to submit a Valid Original Sworn Affidavit confirming its annual total revenue of R10 million or less, Level of Black Ownership and Level of B-BBEE Contributor. A template of an affidavit can be downloaded using the link provided:</p> <p>A QSE is required to submit a valid original Sworn Affidavit confirming its annual total revenue of between R10 million and R50 million, Level of Black Ownership and Level of B-BBEE Contributor. OR a valid original B-BBEE level Contributor Certificate accredited by SANAS or a valid certified copy of a B-BBEE level Contributor certificate accredited by SANAS must be submitted. A template of an affidavit can be downloaded using the link provided:</p> <p>http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</p> <p>http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</p> <p>Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972.</p>

CATEGORY OF DESIGNATED GROUP	DOCUMENTS REQUIRED	BRIEF DESCRIPTION
		<p>A sworn must be in original format, signed and date-stamped by commissioner of oath and signed by deponent.</p> <p>a B-BBEE Certificate issued by Companies and Intellectual Property Commission (CIPC) confirming its annual total revenue of R10 million or less and level of black ownership, to substantiate their BBEE rating claims.</p> <p>Consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated BBEE status level verification certificate.</p>

Stage 1B: Administrative Compliance

- During this stage bid documents will be reviewed to determine the compliance with SCM returnable, tax matters and whether Central Supplier Database (CSD) report has been submitted with this bid documents at the closing date and time of the bid.

The bid proposal will be screened for compliance with administrative requirements as indicated below:

Table 3: Mandatory documents for Administrative Evaluation Compliance

No	Administrative Requirements	Check/Compliance	YES/NO
1	Master Bid Document	Provided and bound	
2	POPI Act Declaration Letter/Form	Completed and signed	
3	SBD 4 – Declaration of interest	Completed and signed	
4	SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	
5	SBD 9 - Certificate of independent Bid Determination	Completed and signed	

6	Company Profile/Brochure	Provided the company profile/brochure	
7	JV or a consortium agreement (where applicable)	Service provider who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service provider must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.	

Failure to submit the above stated documents will lead to the bidder being non-responsive and will be disqualified.

Other required documents (non-disqualifying)

Table 4: Other required documents

	Documents that must be submitted	
1	Company Registration Documents	Certificates obtainable from Companies and Intellectual Property Commission (CIPC);
2	Personal Identification number (PIN) obtainable from SARS	This information will be used to verify the tax compliance status of service provider.
3	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
4	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on BBBEE
5	BBBEE Certificate issued by a South African National Accredited System Verification Agency	Companies that are not EMEs or QSEs. Generic QSEs that are not at least 100% or 51% Black-owned.

A. Technical Requirements**STAGE 1C: FUNCTIONALITY/DESKTOP EVALUATION**

- Only bid proposals that meets pre-qualification and admin compliance criterion will qualify/are eligible for evaluation on functionality criteria.
- The minimum qualifying score for functionality evaluation is 70 points out of 100.

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points as follows:

Bidders are requested to include with the tender documents all the information requested below:

Functionality evaluation will be based on the following criteria:

#	Criterion	Comments	Points Allocated	Total Points
1.	Skills and experience	PROJECT MANAGER		19
The tenderers experience must clearly indicate the capacity and ability to complete the scope of work within the stated timeframes.		<ul style="list-style-type: none"> At least a Degree (NQF level 7) equivalent qualification in Civil Engineering, Town/Urban or Regional Planning or in the Built Environment (any relevant higher qualifications will get maximum points) 	4	
		<ul style="list-style-type: none"> No Qualifications provided 	0	

	<ul style="list-style-type: none"> Professional project management certification (Project Management Professional (PMP)/ PRINCE 2) 	3	
	<ul style="list-style-type: none"> No Professional project management certification provided 	0	
	Project Manager's number of project managed		
Submission of relevant qualifications will indicate that the tenderer is suitably equipped with the skills and capacity necessary to complete the scope of work required. Bidders must submit CV's, Certified Copies of Qualifications and proof of registration with relevant professional bodies. Certified copies should not be dated longer than 6 months	<ul style="list-style-type: none"> Lead role in infrastructure planning projects where he or she was a Project Manager for 3 or more projects 	5	
	<ul style="list-style-type: none"> Lead role in infrastructure planning projects where he or she was a Project Manager for 2 projects 	3	
	<ul style="list-style-type: none"> Lead role in infrastructure planning projects where he or she was a Project Manager for 1 project 	2	
	<ul style="list-style-type: none"> Project Manager has no experience in managing infrastructure planning projects 	0	
	Project Manager's experience in Infrastructure Planning		
	<ul style="list-style-type: none"> 5 or more years experience in infrastructure planning 	7	
	<ul style="list-style-type: none"> 3 years but less than 5 years experience in infrastructure planning 	3	
	<ul style="list-style-type: none"> 2 years but less than 3 years experience in infrastructure planning 	2	
	<ul style="list-style-type: none"> 1 year but less than 2 years experience in infrastructure planning 	1	

	<ul style="list-style-type: none"> Less than 1 year experience in infrastructure planning 	0	
2. Qualifications and Experience	Required qualifications, Experience and Professional bodies registration certificate for project team members:		28
NOTE: A maximum of 1 point is earned for each qualification. NOTE: If an individual possesses more than one of the stated qualifications, then maximum points in each qualification will be awarded. Bidders must submit Certified Copies of Qualifications and proof of registration with relevant professional bodies. Failure to submit certified copies of qualifications will result in no points awarded	<ul style="list-style-type: none"> Town/Urban or Regional Planning Professional (BTech/ BSc or Masters in Town/Urban or Regional Planning) 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Civil Engineer (BEng/ BSc), 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Geographic Information Scientist (BA/BSc) 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Transportation Economist (BCom in Transportation Economics), 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Environmental Specialist (BA/ Bachelor's Degree in Environment Science) 	1	

	• No qualification Provided	0	
	• Infrastructure Planner (BEng/ BSc in Civil Engineering),	1	
	• No qualification Provided	0	
	• Agricultural Economics and Extension (BSc/ BCom/ Bachelor's Degree in Agricultural Economics)	1	
	• No qualification Provided	0	
	• Transportation Planner (BTech/ BEng/ BSc/ in Civil Engineering),	1	
	• No qualification Provided	0	
	• Stakeholder Engagement Specialist (Certificate in Stakeholder Engagement)	1	
	• No qualification Provided	0	
	• Freight and Logistics Management Specialist (BTech/ BCom/ BSc in Transport Management)	1	
	• No qualification Provided	0	
	• Traffic Engineer BTech/ BEng/ BSc/ in Traffic Engineering	1	

	<ul style="list-style-type: none"> No qualification provided 	0	
	Experience of team members		
Bidders must submit CV's of all team members put up for the project	Town Planner- 4 years and more of experience in town planning	1	
	<ul style="list-style-type: none"> Less than 4 years of experience in town planning 	0	
	<ul style="list-style-type: none"> Civil Engineer- 4 years and more of experience in civil engineering 	1	
	<ul style="list-style-type: none"> Less than 4 years of experience in civil engineering 	0	
	<ul style="list-style-type: none"> Geographic Information Scientist- 3 years and more of experience in geographical information 	1	
	<ul style="list-style-type: none"> Less than 3 years and more of experience in geographical information 	0	
	<ul style="list-style-type: none"> Transport Economics- 4 years and more of experience in transport management and economics 	1	
	<ul style="list-style-type: none"> Less than 4 years of experience in transport management and economics 	0	
	<ul style="list-style-type: none"> Environmental Specialist- 3 years and more of experience in Environmental Sciences 	1	

	<ul style="list-style-type: none"> • Less than 3 years in Environmental Sciences 	0	
	<ul style="list-style-type: none"> • Infrastructure Planner- 5 years and more of experience in infrastructure planning 	1	
	<ul style="list-style-type: none"> • Less than 5 years of experience in infrastructure planning 	0	
	<ul style="list-style-type: none"> • Agricultural Scientist- 5 years and more of experience in agricultural sciences 	1	
	<ul style="list-style-type: none"> • Less than 5 years experience in agricultural sciences 	0	
	<ul style="list-style-type: none"> • Transport Planner-5 years and more of experience in transport planning 	1	
	<ul style="list-style-type: none"> • Less than 5 years experience in transport planning 	0	
	<ul style="list-style-type: none"> • Stakeholder engagement-2 years and more of experience in stakeholder engagement 	1	
	<ul style="list-style-type: none"> • Less than 2 years of experience on stakeholder engagement. 	0	
	<ul style="list-style-type: none"> • Freight and Logistics-3 years and more of experience in freight and logistics management 	1	
	<ul style="list-style-type: none"> • Less than 3 years of experience in freight and logistics management 	0	

	<ul style="list-style-type: none"> Traffic Engineer -5 years and more experience in traffic engineering 	1	
	<ul style="list-style-type: none"> Less than 5 years of experience in traffic engineering 	0	
NOTE: If one individual possesses more than one of the specified professional registrations, then maximum points in each category will be awarded.	The maximum points that can be obtained for the professional registration of individuals working on the project:		
	<ul style="list-style-type: none"> Professional Civil Engineer (Registered Professional with ECSA) 	2	
	<ul style="list-style-type: none"> Professional Planner (Registered Professional with SACPLAN) 	2	
	<ul style="list-style-type: none"> GIS (Registered Professional with SAGC/PLATO) 	1	
	<ul style="list-style-type: none"> Environmental Specialist (Registered EAP) 	1	
	<ul style="list-style-type: none"> No professional registration provided 	0	
3. Project Management Plan			18
Planning time management	<ul style="list-style-type: none"> Define activities that will need to be taken to complete the master plan 	1	
	<ul style="list-style-type: none"> Activities must be sequenced in chronological order 	1	
	<ul style="list-style-type: none"> Duration of activities are clearly labelled including start and finish dates for each activity 	1	

	<ul style="list-style-type: none"> Develop a Gantt Chart using the above defined activities and their durations where the critical path is clearly indicated 	2	
	<ul style="list-style-type: none"> Briefly describe techniques to be used to get the project back on schedule in case of activity delays 	3	
	<ul style="list-style-type: none"> No information provided 	0	
Planning Quality management	If a company is ISO 9000 certified then maximum points will be earned under 'Planning quality management.'	4	
	<p>For companies that are not ISO 9000 certified:</p> <ul style="list-style-type: none"> Development of project specific Quality Management Plan. Indicate processes and techniques that will be used to ensure quality 	2	
	<ul style="list-style-type: none"> Develop a quality checklist that can be used to verify the correctness of information inputs 	2	
(The bidder that submit the ISO 9000 certificate gets full 4 points and those without the certificate will be scored for development of quality management plan and quality checklist as indicated)			
	No information provided	0	

Planning Stakeholder engagement	Identify project stakeholders	1	
	<ul style="list-style-type: none"> Develop a stakeholder engagement plan for the project 	1	
	No information provided	0	
Planning communication management	Communication Plan	3	
	<ul style="list-style-type: none"> Indicate how project progress will be communicated and intervals 	1	
	<ul style="list-style-type: none"> Develop a communication plan for this project 	2	
	<ul style="list-style-type: none"> No information provided 	0	
Planning risk management	Develop a risk register which is aligned to the project with clearly defined risks	2	
	<ul style="list-style-type: none"> Indicate mitigation plan for each risk identified 	1	
	<ul style="list-style-type: none"> Assign risk owner to each risk 	1	
	<ul style="list-style-type: none"> No information provided 	0	
4. Track Record & Experience	The performance of the tenderer will be evaluated upon demonstrated experience in infrastructure planning		35
<ul style="list-style-type: none"> N.B The reference letters for the public sector must include 	<ul style="list-style-type: none"> Company profile with more than 5 years' experience in infrastructure planning 	10	

timelines where projects were delivered on time and within the allocated budget	<ul style="list-style-type: none"> Company profile with 3 years but less than 5 years experience in infrastructure planning 	7	
	<ul style="list-style-type: none"> Company profile with 2 years but less than 3 years experience in infrastructure planning 	5	
	<ul style="list-style-type: none"> Company profile with 1 year but less than 2 years experience in infrastructure planning 	2	
	<ul style="list-style-type: none"> Company profile with less than 1 year or no experience in infrastructure planning 	0	
	<ul style="list-style-type: none"> 3 or more reference letters in the company letterhead with contactable details where projects in infrastructure planning were completed 	10	
	<ul style="list-style-type: none"> 2 reference letters in the company letterhead with contactable details where projects in infrastructure planning were completed 	7	
	<ul style="list-style-type: none"> 1 reference letter in the company letterhead with contactable details where a project in infrastructure planning was completed 	3	

The departments reserves the right to verify the documents/ reference letters	<ul style="list-style-type: none"> No reference letters in the company letterhead where projects in infrastructure planning were completed 	0	
	<ul style="list-style-type: none"> 3 or more reference letters in the company letterhead from the public sector where infrastructure planning projects were successfully completed 	15	
	<ul style="list-style-type: none"> 2 reference letters in the company letterhead from the public sector where infrastructure planning projects were successfully completed 	10	
	<ul style="list-style-type: none"> 1 reference letter in the company letterhead from the public sector where an infrastructure planning project was successfully completed 	5	
	<ul style="list-style-type: none"> No reference letters in the company letterhead from the public sector where projects was successfully completed 	0	
Total Points: Functionality Evaluation Criteria 100		100	
Minimum Threshold: Functionality Evaluation Criteria 70		70	

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Stage 2: Price

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of a (80/20) preference point system in terms of which points are awarded to bidders based on:

Area	Points
Price	80
BBBEE	20
TOTAL	100

The following table will be used to calculate the score out of 20 points for BBBEE:

Points Allocated	In accordance with the Preferential Procurement Policy Regulations, 2017.
BBBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

The Office of the Premier reserves the right to accept or reject any proposal or parts thereof in accordance with PPPR of 2017. The Office of the Premier further reserves the right not to appoint any of the service providers who submitted tender proposals.

In order to allocate the points above, the bidder must submit proof of its B-BBEE Status level of contributor issued by a BBEE Verification Agency accredited by SANAS. EMEs and QSEs that are 51% owned by Black People should submit Sworn Affidavits or Certificates issued by DTI.

16. PROPOSAL SUBMISSIONS

Proposals and supporting documentation and a softcopy in a CD/USB must be submitted in a sealed envelope clearly marked “Appointment of service provider for the development of N12 Corridor Master Plan for a period of 8 months.”

Proposals should address the following:

All bids / tenders must be deposited in the Tender Box at the following address: Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg Bids/ tenders must be deposited in the Tender Box on or before the closing date and time. Bid submitted after the closing date and time will not be accepted. Bids / tenders submitted by email and/or facsimile will not be accepted

17. NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (on-line, Microsoft Teams) for this tender will be held (7 days from the date of advertisement) from 10h00 to 12h00. Microsoft Link will be provided: Click here to join the meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzRhZjA4NGUtYzhIMy00YzliLTg2NjYtNzE0OGY5MDQ5ZDE5%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%22673c7d62-1686-42f1-855a-590bf967b60e%22%7d

Enquiries:

Tender Enquiries related to the tender/ bidding process and technical requirements should be directed to: Mr James Litchfield, Email: james.litchfield@gauteng.gov.za

Technical/Content enquiries: Content-related enquiries should be directed to:

The **Programme Manager:** Mr Timothy Nast, Chief Director: Infrastructure Co-ordination, Gauteng Planning Division, Office of the Premier: Telephone: 011 355 6012: Mobile: 083 237 2712: E-mail: timothy.nast@gauteng.gov.za and the **Project Manager:** Mr Lethola Mokakala, Director: Infrastructure Co-ordination, Gauteng Planning Division, Office of the Premier: Telephone: 011 355 5625 Mobile: 072 812 0196: E-mail: lethola.mokakala@gauteng.gov.za

Those who need the documents referenced should contact Ms Lelethu Madyibi on 081 254 3269 or lelethu.madyibi@gauteng.gov.za and a drop-box link will be furnished to download the documents.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|-----------------------------------------------------------------|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Annexure A**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.

TABLE OF CLAUSES

1. Definitions
2. Application
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8. Inspections, tests and analysis
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27. Settlement of disputes
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 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.

- 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.

Js General Conditions of Contract (revised July 2010)