



GAUTENGIDZ

INDUSTRIAL DEVELOPMENT ZONE

INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 26th NOVEMBER 2021

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG
GROWTH AND DEVELOPMENT AGENCY**

BID NUMBER: GIDZ/08/2021-22/COMMCASE

CLOSING DATE: 21ST JANUARY 2022

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: NON-COMPULSORY BRIEFING SESSION

BRIEFING SESSION VENUE: Virtual Session via Microsoft Teams
(link invitation will be published on the GGDA website –
www.ggda.co.za)

BRIEFING SESSION TIME: 11h00

BRIEFING SESSION DATE: 10TH DECEMBER 2021

DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A FEASIBILITY STUDY AND DEVELOP A SECTOR-FOCUSED COMMERCIAL CASE FOR THE PROPOSED DEVELOPMENT OF A SPECIAL ECONOMIC ZONE (SEZ) AT TAMBO SPRINGS, EKURHULENI

BID SUBMISSION REQUIREMENTS: 2 ENVELOPES.
DUE TO COVID19 - SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPY

TECHNICAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
FINANCIAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS REQUESTED)

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15TH FLOOR, 124 MAIN STREET, JOHANNESBURG.

TABLE OF CONTENTS

PART A	A1: INVITATION TO BID, A1.1. CONDITIONS OF BIDDING, A1.2.TAX STATUS, A2: TERMS OF REFERENCE, A3: PRICING SCHEDULE
PART B	B1: DECLARATION OF INTEREST
PART C	THE PREFERENCE POINT SYSTEM
PART D	D1: DECLARATION OF BIDDER'S PAST SCM PRACTICES D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION
PART E	E1: UNDERTAKING BY BIDDER IN RESPECT OF TENDER E2: GENERAL CONDITIONS OF CONTRACT

CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	Compulsory	
SBD 2 (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
SBD 3.3 (Pricing schedule)	Filled or refer to an Annexure or addendum where price is	Bid Pricing (2 nd envelop)	
SBD 4 (Declaration of interest)	Make sure it is signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per BBBEE	Compulsory	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	Compulsory	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	Compulsory	
Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 6 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Total Bid Price	Total bid price should NOT be completed but form part of the financial submission	Bid Pricing (2 nd envelop)	
Vat Registration Certificate	If applicable	Other returnable	

BBBEE Certificate and /or Valid Sworn Affidavit	Valid certified copies must be submitted to claim BBBEE points	Other returnable	
Company Profile	Include structure of the company	Part of Functionality	
Certified copies of Share Certificates	For all current shareholders if	Other returnable	
Certified copies of identity documents	For all current shareholders / members	Other returnable	
JV or sub-contracting agreements or consortium	Submit agreements with the bid for JV or subcontracting or outline members to the consortium (if applicable)	Other returnable	

IF ANY OF THE ABOVE MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID ACCORDINGLY

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. Where applicable All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY

BID NUMBER: GIDZ/08/2021-22/COMMCASE CLOSING DATE 21ST JANUARY 2022 TIME: 11:00

DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A FEASIBILITY STUDY AND DEVELOP A SECTOR-FOCUSED COMMERCIAL CASE FOR THE PROPOSED DEVELOPMENT OF A SPECIAL ECONOMIC ZONE (SEZ) AT TAMBO SPRINGS, EKURHULENI

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**Gauteng Growth & Development Agency
15TH Floor
124 Main Street
JOHANNESBURG
2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX STATUS (SARS PIN/CSD REPORT) BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE - **BIDDERS NOT TO COMPLETE THIS SECTION AS IT FORMS PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)**

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The GIDZ/GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GIDZ/GGDA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: kgalaletsos@ggda.co.za and maideim@gidz.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **14th January 2021**
- 2.3 ***Bidders may not contact any other GIDZ/GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GIDZ/GGDA in regard to anything arising from the fact that pages are missing or duplicated.

3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **GIDZ/08/2021-22/COMMCASE**. The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 21st January 2022**
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA/GIDZ** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time and also published on the website.
- 4.7 **GGDA/GIDZ** reserves that right not to accept the lowest bid of any tender in part or in whole, in line with Preferential Procurement Regulations 2017. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA/GIDZ**.
- 4.8 GGDA/GIDZ also reserves the right to award this bid to a purely empowerment company (where applicable this will be stipulated in the bid document) or may award this bid on conditions that a joint venture with an empowerment company is formed ,(this may be added and negotiated during contracting).
- 4.9 GGDA/GIDZ also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA/GIDZ reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 If the entity identifies that the price list is incomplete, the GGDA/GIDZ will write to the bidder informing them of the incomplete list and ask the bidder if they will be able to finish the contract at the price stated with the discrepancy identified as the bidder is not allowed to change their price after tender closing. If the bidder says no then they will withdraw their bid and it will be recorded as non-responsive.
- 4.12 GGDA/GIDZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.
- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract (GCC) are part of this tender document and will be incorporated as an annexure and those GCC terms and conditions will be binding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA/GIDZ.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 2) Bidders Are Required to Submit Their Unique Personal Identification Number (Pin) Issued By SARS To Enable The Organ Of State To Verify The Taxpayer's Profile And Tax Status.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website www.sars.gov.za.
- 4) Bidders May Also Submit A Printed TCS Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 7) No Bids Will Be Considered from Persons in The Service Of The State, Companies With Directors Who Are Persons In The Service Of The State, Or Close Corporations With Members Persons In The Service Of The State."

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A FEASIBILITY STUDY AND DEVELOP A SECTOR-FOCUSED COMMERCIAL CASE FOR THE PROPOSED DEVELOPMENT OF A SPECIAL ECONOMIC ZONE (SEZ) AT TAMBO SPRINGS, EKURHULENI

1. Background

The Gauteng IDZ Development Company ('GIDZ' or Gauteng IDZ') is a subsidiary of the Gauteng Growth and Development Agency ('GGDA')¹ that was established as a special purpose vehicle to manage the conceptualisation, design, development and operationalisation of the OR Tambo International Airport Special Economic Zone programme ('ORTIA SEZ' or 'OR Tambo SEZ').

In support of its establishment mandate, the Gauteng IDZ's activities are underpinned by the following primary objectives:

- Research into the most appropriate industries or sectors of focus that can be located at the Special Economic Zone (SEZ);
- Attraction of foreign or domestic direct investment to establish manufacturing operations at the SEZ;
- Development of the necessary infrastructure for the secured investment;
- Support to secured investors to operationalise their investment;
- Contribution to an increase in exports and/or reduction of imports of products and services,
- Contribution to the creation of quality and sustainable new jobs,
- Stimulation of the local economic activity through increased facilitation of inclusive business models that also provide opportunities to small, medium and micro enterprises.

In lieu of the non-availability of contiguous land around the OR Tambo International Airport Precinct, same that is the primary location of the OR Tambo SEZ, a multi-site approach has been developed in respect of the SEZ's development.

This multi-site approach currently consists of three distinct parcels of land all of which have been designated as SEZs in accordance with the *Special Economic Zones Act 16 of 2014*.

They are:

- A 7.5ha land parcel located within the bounds of the airport which is partly operational and also undergoing construction – this land parcel is referred to as **ORTIA Precinct 1**;
- A 29ha land located adjacent to the first phase and in proximity to OR Tambo International Airport; this land parcel is referred to as **ORTIA Precinct 2**;
- A 14ha located some 30km away in Springs; this is referred to as the **Springs Precinct**.

In addition to the above, Gauteng IDZ is exploring the establishment of an SEZ at the **proposed Tambo Springs Logistics Gateway and Intermodal Terminal development** located on the southern boundary of the City of Ekurhuleni towards Katlehong and Vosloorus.

The proposal to locate an SEZ as part of the broader Tambo Springs development supports the objective of the SEZ programme which is, amongst others, aimed at enhancing the **production and exports of goods from South Africa**.

In this regard, **logistics and transport infrastructure** are key for the success of any SEZ. It is therefore within this context that the Gauteng IDZ is exploring the establishment of an SEZ – as an extension of the Tambo Springs Logistics Gateway proposition.

a. Unpacking the Tambo Springs Logistics Gateway and Intermodal Terminal development

The Tambo Springs Logistics Gateway and Inter-Modal Terminal development is a 600ha industrial development located on the southern periphery of Johannesburg/Ekurhuleni and within the Johannesburg/Durban/Coega/Cape Town road freight and rail corridor. This development is underpinned by the proposed Tambo Springs Intermodal Terminal with the incorporation of all aspects of warehousing and distribution.

From a locational advantage perspective, the Tambo Springs Gateway development is bordered to the north by an operational freight railway line that links the City of Ekurhuleni to Durban, Cape Town, East London and the Nqurha (Coega) Ports respectively. It is also strategically located in proximity to intermodal facilities of road, rail and air cargo, linking the location to:

- The Johannesburg CBD (located 25km from the site) and N3 highway from Johannesburg to Durban (located 2km from the site);
- OR Tambo International Airport, located 25km from the site;
- An extensive railway network (the 14th longest in the world, with more than a quarter of all railroad tracks in Africa, all of which are found in Ekurhuleni); and
- The rest of SADC and Africa.

b. Unpacking the proposition of an SEZ at Tambo Springs

The Gauteng IDZ has entered strategic negotiations with key stakeholders including the City of Ekurhuleni for the proposed establishment of an SEZ at Tambo Springs. The SEZ, which would be linked to the Tambo Springs Logistics Gateway and Intermodal Terminal development supports studies undertaken at a global level, where SEZs linked to inland ports have been found to:

- Reduce transport costs of moving freight;
- Enhance greater integration of transport into the supply chain;
- Improve access to the seaports; and
- Facilitate cheaper logistics and more efficient access to services such as customs, packaging, labelling and warehousing.

c. Proposed Location of the SEZ

The SEZ at Tambo Springs is proposed for location on some 182ha of land located towards the southern boundary of the City of Ekurhuleni. The land parcels forms part of portions 34 and 37 of the farm Tamboekiesfontein 173IR, south of Katlehong and Vosloorus. These land parcels are the subject of principle understandings reached between the GIDZ and the landowners on designation of the land as an SEZ, **subject**

to conclusion of a feasibility study and commercial case on the viability of establishing an SEZ at Tambo Springs.

d. Status of the Tambo Springs Logistics Gateway Project and work carried out to date to support the proposition for an SEZ at Tambo Springs

Various technical studies have been completed on the broader Tambo Springs Logistics Gateway and Intermodal Terminal development. This work will be accessible to the preferred Bidder.

In addition, the **Gauteng IDZ has completed a pre-feasibility assessment on sectors** that could be established at the SEZ proposed for Tambo Springs. The outcome of the assessment is as indicated in section 1.6 herein below.

e. Preliminary industries or sectors identified for potential location at the SEZ.

In broader terms, Tambo Springs has been found to be suitable for:

- Agro-processing,
- Electro-technical, and
- Advanced manufacturing.

These sectors form part of those that have been prioritised by the Gauteng Provincial Government as well as the City of Ekurhuleni. It is therefore intended that the RFP must confirm which sectors will be suitable for the proposed SEZ – this being part of the detailed feasibility and business case on which sectors can be located at the Tambo Springs SEZ. In this regard, it is specifically required that the sectors proposed for location at the SEZ must align to the vision and the 10 growth path sectors defined in GGT2030 as well as the Ekurhuleni Aerotropolis Development Framework.

The objectives of the RFP

The main objective of this assignment is to ascertain the viability of establishing a Special Economic Zone as part of the broader Tambo Springs Logistics Gateway and Intermodal Terminal development on approximately 182 hectares of land identified for the proposed SEZ.

The service provider would be required to, inter alia, review available reports on the practicality of the proposed concept, including whether it can be delivered on the available land. Furthermore, the assessment must address the practicality of the proposed SEZ by conducting a SWOT analysis and addressing potential constraints and risks that could impede successful establishment.

The RFP is intended to ensure that:

- The **SEZ feasibility study** fulfils of all the requirements of the SEZ regulations in order to be designated as an SEZ;
- The **SEZ feasibility study** is packaged in a bankable manner, with all necessary information required to facilitate engagements with diverse funders being availed;
- A **corresponding investment attraction strategy** aimed at supporting investment into select industries is defined for implementation;
- The development of the SEZ can be packaged in a fast-to-market manner.

To successfully delivery on this assignment, work packages as indicated herein below must be undertaken.

Unpacking the Scope of Works

The following Scope of Works apply:

f. Business and / or Market Attractiveness Study

The Bidder will be required to undertake an assessment and deliver a business and/or market attractiveness study that includes, but is not limited to the following:

- A **global, continental and national overview** of industries proposed for location at the Tambo Springs SEZ
- **Mapping and analysis** of the selected industries' global, regional and national trends for the purposing of appropriately benchmarking the competitiveness of locating the industry at Tambo Springs SEZ;
- A **SWOT and comparative analysis of the selected industries**, same that would result in the prioritization of the identified industries and related value chains;
- **Future growth prospects** and potential of the prioritized industries;
- **Potential to create a critical mass** or cluster of the prioritized industries at Tambo Springs SEZ
- **Projected extent of the value-added products** manufactured at Tambo Springs SEZ and exported;
- **Projected extent of import substitution** done because of the value-added products manufactured at Tambo Springs SEZ;
- **Economic and socio-economic projections**, based on the outcome of the comparative analysis;
- **Skills requirements**, including human capacity building solutions that would support projected job and / or small to medium enterprise opportunities in the industry value chain;
- **Proposals or models** on how SMMEs can benefit from the location of the select industries at the Tambo Springs SEZ development; the proposals must articulate how they will support the **transformative agenda** being pursued by the Gauteng Government in terms of inclusivity in the value chain and linkages to local / or regional industrial hubs and broadly how they would enable the enhanced growth and establishment of black industrialists in the select industries.
- **Logistical considerations** for movement of the goods for export;
- The **type of risks** that could apply in establishing a sector focused SEZ with the identified industries. In this regard, the risk analysis must include but not be limited to, a heat map reflecting the risks identified, how they compare against each other and the contingency plan that must be in place to manage the identified risks;
- **Confirmation of / or alignment with existing national and / or provincial initiatives** supporting the development of the select industries. In this regard, consideration must be given to national and / or provincial documentation such as the IPAP, Growing Gauteng Together 2030 Strategy, Ekurhuleni 10 Point Economic Plan and the Gauteng Economic Recovery Plan;
- List of which **stakeholders (Public and Private)** that must be engaged with on the development of the select industries at Tambo Springs SEZ.
- **Potential tenants list** (including the process to engage them and attract them to the SEZ)

g. Technical Feasibility Study

The preferred service provider would be required to deliver a report with:

- **Detailed site due diligence** information encompassing:
 - **Multi-selection criteria utilised in assessing suitability** of the land for the proposed development;
 - Outcome of the assessment undertaken in respect of the land's suitability for the proposed project;
 - Outcome of the geo-technical investigation and topographical surveys on the land;

- The status of bulk infrastructure available (water, energy, waste connections, etc.) to facilitate and/or support the implementation of the project;
 - The spatial development framework within which the land is incorporated;
 - Present land use zoning rights and steps, if any, that would be required to ensure the necessary (re) approvals for development of the SEZ;
 - Present environmental approvals and steps, if any that would be required to ensure the necessary (re) approvals for development of the SEZ;
 - Present Traffic Impact Assessments undertaken and steps that may be required to ensure municipal and provincial approval / concurrence on transport aspects requiring approval for the establishment of the proposed SEZ
- **Detailed development concept** on the SEZ viz. the proposed products or components to be manufactured, services to be offered, etc. The concept must be accompanied by a high level master plan / impression of the proposed SEZ inclusive of:
 - Proposed infrastructure, concept architecture drawings, building and urban designs;
 - Proposed landscape designs
 - **The socio-economic impact** of the proposed SEZ's establishment. This must also include how best to improve or build on work already carried out in the area by the Land Owners and / or Municipality as well as, inter alia:
 - The potential number of jobs to be created as a result of establishing the SEZ (direct and indirect jobs – construction and sector based operational jobs);
 - The potential value and number of investments to be attracted and developed as a result of the SEZ;
 - The multiplier effect to the economy,
 - The number and value of other economic activities to be created due to the SEZ;
 - The general impact of the SEZ to the Province and the country (in terms of spin-offs from infrastructure development to the municipality and surrounding areas).

h. Legal Due Diligence

The preferred Bidder will be required to undertake a legal due diligence and deliver a report thereof. **This delivery must include but not be limited to the following:**

- An understanding of any contracts and agreements that must be put in place with the present Land Owners;
- Consideration of legal, regulatory or environmental considerations that support the fastest delivery approach;
- Any industry prescripts, policies and regulations that GIDZ must be aware of to develop and operate Tambo Springs SEZ.

i. Financial Modelling and Risk Assessment

The preferred Bidder will be required to develop a financial model and develop a risk matrix, as a result of the risk assessment. **The delivery of these works must include but not be limited to the following:**

- **Financial Modelling and Scenario Planning;** this delivery must include but not be limited to the following:
 - An exploration of value for money development options or methods that can be considered to deliver on the infrastructure development of the Tambo Springs SEZ
 - An exploration of financial models or options, with a view of determining the most suitable option; this must include different scenarios for measuring Return on Investment.
 - Associated risks of the **development options;**

- Financial forecasting, related to the outcome of the prioritization exercise undertaken in the market attractiveness study and the recommended development option. This forecasting must include a projection on the revenue that can be generated by the location of the proposed industries at Tambo Springs SEZ. It must further include export and / or import substitution projections, supported by a minimum 20 year financial forecast model; and
- Impact of the SEZ incentives on the attraction of investment by the select industries at Tambo Springs SEZ.

● **Risk assessment and modelling aspects, detailing:**

- The types of risks that apply to the project proposal (national, global) and their assessment thereof;
- A risk heat map / matrix reflecting the risks identified and how they compare against each other;
- The risk response required including the risk mitigation plans, actions or contingency plans;
- Risk tracking methods including how to address immediate and unforeseen risks

j. Detailed High Value-Add SEZ Business Plan

This work package requires the delivery of a detailed Strategy and Implementation Plan on the designation and establishment of the Proposed Tambo Springs SEZ based on the information retrieved from the work done (work package 3.1 – 3.4).

The preferred service provider would be required to deliver a report detailing, inter alia:

SEZ Strategy	The rationale behind the application for SEZ designation, also stating the sector/s which will operate within the SEZ (with letters of intent; letters of commitment and other statutory documents) as well as the rationale for developing an SEZ as part of an in-land port development and / or logistics hub
Economic and Socio-Economic Analysis	Full economic and socio-economic analysis of the region inclusive of the economic rationale for the establishment of an SEZ. The analysis must include, inter alia: <ul style="list-style-type: none"> i. The estimated employment opportunities (i.e. a distinction must be made between employment during construction and the operational phase of the SEZ, direct and indirect employment, and permanent and temporary employment); ii. The SEZ's potential contribution to regional and national GDP; iii. Availability of natural endowments and infrastructure; iv. The potential to develop a critical mass or a cluster of enterprises required to achieve commercial viability; v. An analysis of existing infrastructure to support SEZ development, including access to land and municipal services and utilities; vi. The SEZ's additionally, which will be an added advantage i.e. will the project be exporting products, will there be any export substitution, beneficiation or export-import substitution?
Spatial Development Plan	Spatial Development Framework articulating: <ul style="list-style-type: none"> i. The master plan of the proposed SEZ including a proposed spatial development layout and concept architectural drawings ii. The location and boundary of industries and services areas; iii. The location and boundary of Customs Controlled Area (CCA); iv. Security measures to ensure lawful operation of the proposed SEZ v. Nearby residential and commercial zones and developments.

Infrastructure Plan	<p>Proposed infrastructure plan highlighting:</p> <ol style="list-style-type: none"> I. Analysis of existing infrastructure to support the Special Economic Zone development including, access to land, availability of municipal services, telecommunications services and utilities; II. The outcome of a geotechnical study and what the basic assessment report and a detailed Scoping and Environmental Impact Assessment process must address; III. The status of natural resources and services available IV. How the site will be/can be serviced i.e. electricity, water, hazardous waste facilities, refuse disposal facilities etc. (Indicate all written or verbal arrangements that have been made/discussed with the suppliers of such utilities. These arrangements/agreements will be provided by the SEZ PMU team): V. Infrastructure development and construction plan to be followed for the SEZ development; and VI. Proposed project management methodology approach to monitor and control development of physical infrastructure within the Special Economic Zone
Construction Plan	<p>Proposed construction plan and delivery timeframes in support of the infrastructure plan. This could include proposed phases for the development and how they must be undertaken. N.B. in the case of phasing, this must be linked to the financial and cash flow projection</p>
Energy Plan	<p>It is required that the Plan also address issues of energy requirements, electricity provision, sources of alternative energy, use of renewable energy sources, energy efficiency measures, upgrade plan, emergency and backup plans.</p>
Financial Plan	<p>A financial analysis and projections for 20 years including the budget for each of the first 5 years and for every 5 year-period thereafter. The financial plan must indicate a clear indication on the proposed sources of funding.</p> <p>The expected financial years for break-even and for a surplus must also be indicated. It is important to demonstrate the project's value for money drivers and as such this plan must also provide :</p> <ol style="list-style-type: none"> i. A detailed income statement, balance sheet, cash flow statement and breakeven analysis on the proposed development; ii. Projected total cost of the establishing the Special Economic Zone; iii. Projected return indicators on capital e.g. Internal Rate of Return (IRR), Return on investment (ROI); iv. Projected revenue and operational costs with breakeven projections for various scenarios, e.g. low road and middle road scenarios

Market Analysis	<p>A detailed Market Analysis that includes but is not limited to:</p> <ul style="list-style-type: none"> i. The market size of sectors proposed for development at the SEZ inclusive of the production and consumer location of these sectors ii. International and local trends in the selected sectors including global and national risks applicable to developing these sectors iii. The strengths, weaknesses, opportunities/ drivers, threats/ constraints of the sectors iv. A profile of future growth sector prospects and their potential v. A profile of potential local and external clients or investors; vi. A profile of existing competitors and local market players; vii. Potential types of tenants and investors
Industrial Sector Development Plan	<p>This section of the report must provide details on how the specific industrial sector and clusters will be developed in the SEZ. This has to include:</p> <ul style="list-style-type: none"> i. Analysis of the relevant clusters and their growth potential (these must be linked to the proposed sectors); ii. The role and interaction of the sector and relevant clusters with other sectors of the economy; iii. Sector-specific requirements in terms of social and economic infrastructure, skills, systems, processes and governance; iv. Analysis of the extent to which the sector and relevant clusters are coordinated/ organized and the role of sector associations/ bodies; v. Plan to support development and growth of the sector and relevant clusters.
SME Development Plan	<p>This part of the report must indicate how SMEs can form part of the SEZ proposed sectors' value chain.</p>
Risk Management Plan	<p>This should include a Risk Matrix with sources, impact, probability and costs of technical, operational and financial risks inclusive of remedial (e.g. transfer and mitigation) actions that must be undertaken. Risks to be addressed in the risk management plan include:</p> <ul style="list-style-type: none"> ii. Operational risks; iii. Financial risks; iv. Market risks; v. Environmental and regulatory risks; vi. Utilities, quality, costs and continuity management risks; and vii. Governance and institutional risks.
Environment Management Plan	<p>This section of the report must identify and describe:</p> <ul style="list-style-type: none"> i. Measures to address protection of biodiversity of the area; ii. Methods to address climate change, carbon and water footprint and monitoring thereof; iii. Compliance with legislation; iv. Prevention and response plans for environmental events and disasters. v. Waste management and recycling policies.

Stakeholder Management Plan	<p>This sub section must identify all stakeholder groups and specific entities in each group, contact details of key people, nature of linkage to the SEZ, influence, interest, impact, issues and challenges for the stakeholder and the SEZ, objectives to be achieved, engagements required and tools to be used in engagement.</p> <p>This section must also include components of a Communications Plan which may be drawn up separately or form part of this plan.</p>
-----------------------------	--

Modification of Works

This RFP does not make provision for any modification of works.

Delivery Approach

The preferred service provider will be required to deliver interim and final integrated reports of the Scope of Works indicated herein. The following deliverables are expected:

- An **Interim Report** on work packages 3.1 and 3.2
- **Draft work** packages 3.3 and 3.4
- **Final submission of all work packages.** The **Integrated Report** must include:
 - An independent Executive Summary
 - An integrated detailed high-value Business case for the proposed SEZ (3.3) organized according to the delivery tasks indicated herein

It is a specific requirement of the Gauteng IDZ that a power point presentation and Word document of the final report be availed by the preferred service provider.

Interim and final deliverables must be provided in English using Arial Font size 12 for the body content of the report. Interim and final deliverables shall be provided in the following formats:

- (i) Electronically - Adobe Acrobat readable copies of all documents;
- (ii) Source files for all documents in MS Word, MS PowerPoint, or later formats; and
- (iii) Physical copies.

All financial models must be in Excel format, and clearly set out all assumptions made, sensitivity analysis carried out, and model outputs.

In addition to the documents to be developed, the preferred service provider will also be required to make presentations at project review meetings or at identified stakeholder forums within the province or at national level.

Technical Considerations for Appointment

The preferred service provider must comprise of a multi-disciplinary team, managed through a project management structure. The members of the team must have both the skill and experience necessary to undertake the range of tasks set out in these Scope of Works. Each individual on the team must be personally available to do the work as and when required. The lead Project Manager will be held accountable, in terms of the contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

The desired skills and experience required in this of RFP are as follows:

- **Project Finance Structuring**, specifically in public private partnership arrangements;
- **Legal and negotiation experience**, specifically in the negotiation and facilitation of project contracts;
- **Business Economics and / or Research expertise**, with particular reference to the industries proposed for location at the OR Tambo SEZ; and
- **Town Planning Skills**
- **Technical Programme and / or Integrated Project Management**

It is strongly advised that the leader of the team be an experienced Integrated Programme or Project Manager.

DURATION OF ASSIGNMENT

This assignment is expected to take 8 months to complete. In this regard, it is required that a draft feasibility study outcome and commercial case are delivered within 6 months.

1. Bid Evaluation Criteria

In line with Preferential Procurement Regulation 2017 (PPR2017). The evaluation of responsive RFP offers shall be on the **80/20**-point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status Level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended).

The procedure for the evaluation of responsive tenders will be as follows: -

- 1st Stage: Admistration Compliance
- 2nd Stage: Functionality
- 3rd Stage: Price & BBEE (for bidders who met the minimum required functionality points)

2nd Stage: Functionality

The following Functionality points will apply during the evaluation AND as such, the Bidder must please refer to it in compiling their submission:

Technical Evaluation Criteria	Scoring (for whole or each sub-element where applicable)	Submissi on Format	Maximum Points	Scored Points
1 Understanding of the RFP reflected in a structured proposal reflecting: <ul style="list-style-type: none"> • Overview of the SEZ programme in South Africa, GGT 2030, the Ekurhuleni 10 point plan and how an SEZ at Tambo Springs will support the development of the Gauteng City Region (max.5 points) 1. • Knowledge and insight of the manufacturing sector with specific reference to the industries identified for potential location at Tambo Springs (max. 5 points) • Market attractiveness criteria proposed for utilization in the analysis (max. 5 points) • Inputs and criteria that informs the financial modelling and scenario planning process, the legal analysis process, the technical due diligence process and the type of risks that could impede a fast to market approach (max. 5 points) 	Excellent = 5 points (outstanding understanding demonstrated of the sub-element) Very Good = 4 points (outstanding understanding demonstrated in the majority but not all of the sub-element) Good = 3 points (average understanding demonstrated of the sub-element) Acceptable = 2 points (reasonable understanding demonstrated of the sub-element) Poor = 1 point (poor understanding demonstrated of the sub-element)	Detailed Proposal covering all areas as outlined	20	

Technical Evaluation Criteria	Scoring (for whole or each sub-element where applicable)	Submission Format	Maximum Points	Scored Points
2. Demonstration of how the project will be undertaken:	Excellent = 5 points (outstanding understanding demonstrated of the sub-element)	Proposal supported by project approach, work plan, project organisational	10	

	<ul style="list-style-type: none"> Proposal on how to undertake the assignment including proposed project/work plan with deliverables, tasks and time lines (5 points) Proposed organisational charts of project team linking to assignment of roles to tasks and deliverables including a credible plan for skills transfer (5 points) 	<p>Very Good = 4 points (outstanding understanding demonstrated in the majority but not all of the sub-element)</p> <p>Good = 3 points (average understanding demonstrated of the sub-element)</p> <p>Acceptable = 2 points (reasonable understanding demonstrated of the sub-element)</p> <p>Poor = 1 point (poor understanding demonstrated of the sub-element)</p>	structure and skills transfer plan / approach		
3	<p>Company experience: Relevant experience and track record in similar projects undertaken in alignment of this tender supported with reference letters</p> <p>(the reference letters must provide detailed description/information on ongoing or completed projects that are similar to the Terms of Reference including client name, project size, completed date, client contact references).</p>	<p>Number of projects undertaken:</p> <p>Number of reference letters (signed by the respective client for work similar to this RFP –</p> <ul style="list-style-type: none"> each reference letter will be allocated 4 points to a maximum of 20 points): - 5 letters = 20 - 4 letters = 16 - 3 letters = 12 - 2 letters = 8 - 1 letter = 4 	<p>Proposal and / or company profile reflecting similar projects and reference letters</p> <p>N.B.in addition to the company profile, verifiable reference letters are required for points allocation. The client reserves the right to verify the submitted reference letters. Please ensure that contact information is provided on the reference letters and that the letters are similar to the tendered scope of works</p>	20	

Technical Evaluation Criteria		Scoring (for whole or each sub-element where applicable)	Submission Format	Minimum Points breakdown	Maximum Points	Scored Points	
4	Team Experience		Detailed CVs supported by copies of qualifications and professional registrations where applicable. N.B. Where Required, Bidders Must Show Proof Of Registration, Failing Which Zero Points Will Be Allocated		40		
	Detailed CVs supported with applicable qualifications and proof of professional registrations – where required						
	Strategy and Technical Integrated Programme Management Expertise					8	
	Qualification(s) related to strategy or programme and / or project management	Honours and above			4		
		Bachelors / below Honours			3		
		National Diploma or equivalent			1		
	Relevant experience	6 or more related projects			4		
		3 to 5 related projects			3		
		Less than 3 related projects			1		
	Finance					8	
	Qualification(s)	CA, CFA, B.Com (Hon), Masters in Finance			4		
		B. Com. Accounting or equivalent			3		
		National Diploma or equivalent			1		
	Relevant experience	6 or more related projects modelled			4		
		3 to 5 related projects modelled			3		
		Less than 5 related projects modelled			1		
Business Economics and Research Expertise				6			
Qualification(s) related to Economics	Honours and above		3				
	Bachelors / below Honours		2				
	National Diploma or equivalent		1				
Relevant experience	6 or more related projects modelled		3				
	3 to 5 related projects modelled		2				
	Less than 3 related projects modelled		1				

Technical Evaluation Criteria		Scoring (for whole or each sub-element where applicable)	Submission Format	Minimum Points breakdown	Maximum Points	Scored Points
4	Team Experience (cont..)		Copies of qualification and detailed CVs supported by professional registrations where applicable			
		Brief Resume included in Proposal and supported by copies of qualification and detailed CVs				
	Legal Expertise				6	
	Qualification(s)	LLB/B.Proc specialising in laws related to the project		3		
		LLB/B.Proc other specialisation		2		
		National Diploma or equivalent		1		
	Relevant experience	6 or more related legal and regulatory work similar to terms of reference		3		
		3 to 5 related legal and regulatory work similar to terms of reference		2		
		Less than 3 related legal and regulatory work similar to terms of reference		1		
	Technical Expertise: Professional Town Planner (SACPLAN registered)				6	
	Qualification(s) with professional membership (SACPLAN)	Honours and above		3		
		Bachelors Degree (Regional and Town planning/Bachelor of Urban and Regional Planning (BURP)) National Diploma (Regional and Town planning)	NB:Town Planner without professional membership attached will not be considered	2		
		National Diploma or equivalent		1		
	Relevant Experience	6 or more years project related experience		3		
		3 to 5 years project related experience		2		
		Less than 3 years project related experience		1		
	Technical Expertise: Architect (SACAP/PrArch registered)				6	
	Qualification(s) with SACAP registration	Honours and above	Architect	3		
BSc/BEng / below Honours		without	2			

		National Certificate or equivalent	professional registration with SACAP/or PrArch won't be considered	1		
Relevant Experience		6 or more year project related project experience		3		
		3 to 5 years project related experience		2		
		Less than 3 years project related experience		1		

Technical Evaluation Criteria	Scoring (for whole or each sub-element where applicable)	Submission Format	Maximum Points
5	Skills empowerment and transformation points		10
	<p>Internships or in-service training offered to Historically Disadvantaged Youth Persons (HDP) requiring practical experience in the town planning, business economics research and architectural fields for the duration of the contract</p>	<p>Practical experience opportunities provided to <u>HD youth</u> supported by a practical/in-service training experience plan with details of how it will be undertaken.</p> <p><u>The CVs of the identified beneficiaries must also be attached.</u></p> <p>The following scoring will apply:</p> <ul style="list-style-type: none"> • More than 3 HD Youth = 10 points • 3 HD Youth = 8 points • 2 HD Youth = 6 points • 1 HD Youth = 4 points • 0 HD Youth = 0 points 	<p>In-service/Internship programme and potential candidate documents submitted as part of Bid</p>
Total Technical Points			100
Minimum threshold for technical			70

PLEASE NOTE: The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.
General Information: technical enquiries and process enquiries

3rd Stage Price and BBBEE Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price and BBBEE

The Price and BBBEE will be evaluated as per 80/20 preference point system

THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

- Tenderers are required to submit proof of B-BBEE Status Level of contributor.
- **NB: A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- Verification agencies accredited by SANAS
 - These certificates are identifiable by a SANAS logo and a unique BVA number.
 - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php
 - The relevant BVA may be contacted to confirm whether such a certificate is valid.
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - ✓ The name and physical location of the measured entity;
 - ✓ The registration number and, where applicable, the VAT number of the measured entity;
 - ✓ The date of issue and date of expiry;
 - ✓ The certificate number for identification and reference;
 - ✓ The scorecard that was used (for example QSE, Specialized or Generic);
 - ✓ The name and / or logo of the Verification Agency;
 - ✓ The SANAS logo;
 - ✓ The certificate must be signed by the authorized person

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.
- **An EME is required to submit a sworn affidavit** confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.

- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

- The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.
- **A QSE is required to submit a sworn affidavit** confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice

PRICING SCHEDULE
(Professional Services)

Name of bidder.....	Bid number: GIDZ/08/2020-21/COMMCASE
Closing Time: 11:00	Closing date: 21ST JANUARY 2021

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

-
- Proposed remuneration for professional fees:
 - A remuneration proposal indicating professional costs per deliverable item with hourly rates and overall charges for each part;
 - N.B. VAT must be specified as a separate total for each deliverable. **Further NOTE, while VAT will be paid pro rata for each delivery item in each part of the assignment, it should be indicated as a total sum for the purposes of confirming the financial costs of this Bid**
 - Projected cash flow linked to a project implementation plan
 - Transaction Advisory costs (proposed percentage rate) – this is subject to confirmed modification of works with the successful Bidder, same that will only be considered upon successful completion of Section 3 of this tender. **Please note this is just an indication and therefore must be provided SEPARATELY from the cost of works to be provided in respect of the deliverables indicated under Section 3.**

NB: Pricing proposal must include all costs to execute the scope of work, including taxes.

PART B

DECLARATION OF

INTEREST

DECLARATION OF INTEREST

1. 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, 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 authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in 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 whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 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 3 below.

¹“State” means –

- (a) any national or 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 or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 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?

YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 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?

YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 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? **YES / NO**

2.10.1 If so, furnish particulars.

.....

2.11 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? **YES / NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Pearsal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
(CHOOSE ONLY IF APPLICABLE)**

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million. Or
 - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
 - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
 - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.
- ### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY
- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number _____	Closing Date _____
Name of Bidder _____	
Postal _____	Address _____

Signature _____	Name _____ Date _____

PART C – PREFERENCE POINT SYSTEM & LOCAL CONTENT

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

_____ %

_____ %

_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, **(full names),**

do hereby declare, in my capacity as

of**(name of bidder entity), the following:**

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PART D – DECLARATION OF BIDDER’S PAST SCM PRACTICES

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	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)? To access this Register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

D2: 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
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.

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

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-
 - 2.2 An expression which denotes
 - any gender includes the other gender;
 - a natural person included an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
 - 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
 - 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
 - 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
 - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
 - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
 4. I/we agree further that:
 - 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
 - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
 5. notwithstanding anything to the contrary:
 - 5.1 if/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, GGDA 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 GGDA.
 - 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for 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;
 - 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies 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 furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

- 6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
- 7. I/we have satisfied myself/ourselves as to the correctness and validity of this 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) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
- 8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
- 9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
- 10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
- 11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents.

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offer to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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 and contract documents.

- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider 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 anything 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 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “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.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “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 service provider 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.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.

- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 “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 client 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 service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1 The service rendered 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.

10. Transportation

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

11. Incidental Service

- 11.1 The service provider 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 rendered service;
 - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
 - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, 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.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client 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 service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.
- 18.3 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.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

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

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

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

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

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

20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 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.

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

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (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 the service providers or persons prohibited from doing business with the public sector.

20.7 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.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

22. Termination for insolvency

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

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 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 client shall pay the service provider any monies due the service provider.

24. Limitation of liability

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
 - (b) the aggregate liability of the service provider to the client, 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

25. Governing language

- 25.1 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

26. Applicable law

- 26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

- 27.1 Every written acceptance of a bid shall be posted to the service provider 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 services of such notice
- 27.2 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.

28. Taxes and duties

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 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.

29. National Industrial Participation (NIP) Programme

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

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

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER _____

VAT REGISTRATION NUMBER _____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

CELLPHONE NUMBER _____

E-MAIL _____

TYPES OF BUSINESS _____

PRINCIPAL BUSINESS ACTIVITIES _____

ANNEXURE A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010