



DATE OF ISSUE: 04TH APRIL 2025

INVITATION TO BID (OPEN TENDER)

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

BID NUMBER: GGDA/01/2025-26/REVENUE GENERATION

CLOSING DATE: 16TH MAY 2025

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: NON-COMPULSORY BRIEFING SESSION

**BRIEFING SESSION VENUE: THE AUDITORIUM
TALIS HOUSE
17 SIMMONDS STREET, MARSHALLTOWN,
JOHANNESBURG, 2107**

BRIEFING SESSION TIME: 11:00

BRIEFING SESSION DATE: 15TH APRIL 2025

DESCRIPTION: ESTABLISHMENT OF A PANEL TO IMPROVE THE REVENUE GENERATION AND REVENUE ENHANCEMENT INTERVENTIONS FOR THE GAUTENG PROVINCIAL GOVERNMENT'S DEPARTMENTS AND ENTITIES.

**BID SUBMISSION REQUIREMENTS: 2 ENVELOPE SYSTEM.
SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL
HARDCOPY AND 1 X USB COPIES**

**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: 124 MAIN STREET,
JOHANNESBURG**

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CONDITIONS FOR COMPLETING BID DOCUMENTS

| Document | Comments | Compliance | Submitted? (Yes / No) |
|--|--|-------------------------------|--------------------------|
| SBD 1 (Invitation to bid) | Make sure it is fully completed & signed | Compulsory | |
| SARS Tax Compliance Status Pin | TAX STATUS – TCS PIN/CSD Report with valid tax status | Other returnable | |
| SBD 3.3 (Pricing schedule) | Fully completed or refer to an Annexure or addendum where price is mentioned | Not applicable to this tender | N/A |
| SBD 4 (Bidder' Disclosure) | Make sure it is fully completed & signed | Compulsory | |
| SBD 6.1 (Preference Points in terms of PPR of 2022) | Make sure it is fully completed & signed, and points claimed are allocated as per preferential procurement goals. Form not submitted bidder will score zero points | Not applicable to this tender | N/A |
| PART D: General Conditions of Contract (par30) | Make sure it is fully completed and signed | Compulsory | |
| Copy of Company Registration Documents (CIPC) | 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 | |
| Certified copies of identity documents | For all current shareholders / members (Include the organisational structure of the company) | Other returnable | |
| Non-Compulsory Briefing Session Register | Make sure you sign the register in the bidding entity's name and for JV/Consortium or Partnership, should be indicated or all parties sign register | Non-Compulsory | |

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

1. Bid Documents must be completed with ink (Blue or black) and not typed. No correction fluid is allowed. All changes must be scratched out and a signature appended next to each change.
2. 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.

Please Note: Certification as a “true copy of the original,” must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

PART A

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|--|
| <p align="center">YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY</p> |
|--|

BID NUMBER: GGDA/01/2025-26/REVENUE GENERATION **CLOSING DATE:** 16TH MAY 2025 **TIME:** 11:00

DESCRIPTION: ESTABLISHMENT OF A PANEL TO IMPROVE THE REVENUE GENERATION AND REVENUE ENHANCEMENT INTERVENTIONS FOR THE GAUTENG PROVINCIAL GOVERNMENT'S DEPARTMENTS AND ENTITIES.

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

**Gauteng Growth & Development Agency
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

| |
|---|
| <p align="center">THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p> |
|---|

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

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

CELL PHONE NUMBER.....

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

VAT REGISTRATION NUMBER.....

HAS A TAX PIN 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 – **NOT APPLICABLE (NO PRICING FOR THIS TENDER)**

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to 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 channelled to: Email address: tenders@ggda.co.za; kgalaletsos@ggda.co.za mpheb@ggda.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **09th May 2025**
- 2.3 **Bidders may not contact any other 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 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 for technical and pricing (original technical with USB copy and original financial proposal with USB copy) all bound in a sealed separate envelope endorsed, **GGDA/01/2025-26/REVENUE GENERATION**. The sealed envelopes must be placed in the tender box at 124 Main Street, Johannesburg by no later than **11h00 on 16TH MAY 2025**.
- 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 costs that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All the erratum's will be published on the platforms where the tender was advertised and all bidders, to whom the bid documents have been downloaded will be advised in writing of such amendments in good time.
- 4.7 **GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole and essentially awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA**.
- 4.8 **GGDA** also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This will be added if applicable to the tender evaluation criteria and assessed when evaluating the bids.
- 4.9 GGDA also reserves the right to award this bid as a whole or in part.
- 4.10 GGDA 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 An incomplete price list shall render the bid non-responsive.
- 4.12 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 GGDA reserves the right to update the bidding process; provide clarity and negotiate new terms and conditions to align to the scope of work for this tender. Communication is reserved for the potential and successful bidders in terms of post selection process.

A.1.2 TAX COMPLIANCE STATUS REQUIREMENTS

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 Tax Compliance Status 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 tax pin together with the bid.
- 5) In Bids where Consortia / Joint Ventures / Sub-Contractors are Involved; each party must submit a separate Tax 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

SECTION B: TERMS OF REFERENCE

ESTABLISHMENT OF A PANEL TO IMPROVE THE REVENUE GENERATION AND REVENUE ENHANCEMENT INTERVENTIONS FOR THE GAUTENG PROVINCIAL GOVERNMENT'S DEPARTMENTS AND ENTITIES

1. INTRODUCTION

The Gauteng Growth and Development Agency (GGDA) is the implementation arm of the Gauteng Department of Economic Development (GDED). GGDA Group is a schedule 3 (c) public subsidiary established in terms of the PFMA, and it reports to the GDED. The GGDA is entrusted with the mandate to lead, facilitate and manage sustainable job creation and inclusive economic growth and development in the Gauteng City Region through subsidiaries such as AIDC; TIH; GIDZ and Constitution Hill by:

- Enabling economic development that is focused on creating sustainable jobs by facilitating the focused delivery of key national and provincial programs of action.
- Strategically positioning the Province into a Globally Competitive City Region.
- Facilitating partnerships and creating linkages across the Province to maximize service delivery outcomes.
- Supporting the development of Key Sectors of the Economy in line with established economic and industrial policies of the province.

The GGDA will be at the forefront of rolling out the industrial ambitions of the province, in line with the city region approach. Industrial parks will play a critical role in crystallizing and concentrating industrialization. This in turn will grow exports into strategic markets such as BRICs, South East Asia, and Western Europe and drive intra-Africa trade, most importantly, create much-needed jobs. This ambition is mainly, informed by the Growing Gauteng Together 2030 (GGT2030) action plan that identifies the following Apex items as drivers of recovery in the next normal, namely:

- Reindustrializing Gauteng for the 21st century through Multi-tier SEZ & High Growth Sector Programme.
- Creating the enabling conditions for a high-growth economy through the Catalytic Infrastructure Programme.
- Bring opportunities and confront inequality at the spatial level through the Township Economic Development Policy and Township Economic
- Systematically confront youth economic exclusion through the Tshepo 1Million & Youth workforce programme.

2. BACKGROUND AND CONTEXT

Gauteng Provincial Government aims to enhance its revenue generation mechanisms to support expansive industrialization and development initiatives. Achieving these goals sustainably requires innovative and diversified funding approaches. The province seeks to leverage partnerships with private sector stakeholders, academia, and civic society to establish revenue solutions that align with fiscal and developmental objectives, including green and infrastructure bonds as key components.

The Gauteng Provincial Departments and Public Agencies, listed in Schedules 2 and 3 of the PFMA rely on the revenue they generate and collect to sustain operations and to also fund some of its capital projects. Inability to raise adequate revenue and revenue collections remains one of the key risks to service delivery and the sustainability of these Departments and Agencies. Some of these Departments and Agencies cover the end- to-end management of the revenue value chain.

3. OBJECTIVES

The GGDA on behalf of Gauteng Provincial Government aims to establish a panel of service providers to identify, analyze, and recommend alternative, innovative, and market-ready revenue creation options through strategic partnerships that can fund Gauteng's industrialization and development programs. Specific objectives of the establishment of the panel includes the following;

3.1. Revenue Enhancement (Current Revenue Streams)

- Proposals submitted on this area should be more focusing on innovations of improving current revenue streams and ensuring that the existing revenues are maximised, and losses/unnecessary costs are eliminated.

3.2. Revenue Generation (New Revenue Streams)

- Proposals submitted on this area should be more focusing on innovations of new revenue streams and projects which will bring additional revenues. This will include but not limited, grants or donor funding lobbying and other developmental projects.
- Recommend market-ready solutions and implementation frameworks, including revenue and cost-sharing approaches.

4. KEY FOCUS AREAS

When considering models of revenue generation for provincial government departments and all associated agencies, the panel should explore a diverse set of strategies that are sustainable, innovative, and tailored to the specific economic and developmental context of Gauteng Province. The models for consideration are listed but not limited to the below:

4.1 Traditional Revenue Generation Models

- Property Taxes and Land Use Charges: Enhancing the efficiency of property tax collection and introducing land use fees for areas with high economic activity.
- Service Charges and User Fees: Introducing or adjusting charges for utilities (water, electricity, waste management) and other public services, with an emphasis on improving service delivery and cost recovery.
- Licensing and Permit Fees: Expanding the scope of permits and licenses (e.g., construction, business operations, vehicle registrations) to generate additional revenue.
- Investment Income: Increasing returns from provincial government investments, including pension and sovereign wealth funds.

4.2 Innovative and Non-Traditional Models/Blended Financing

- Green and Infrastructure Bonds: Issuing bonds to fund environmentally friendly and infrastructure projects, tapping into the growing interest in sustainable investments. Structuring bonds to attract institutional investors with favourable interest rates.
- Public-Private Partnerships (PPPs): Partnering with private sector firms for infrastructure development, sharing the revenue generated from toll roads, urban renewal projects, or industrial parks.
- Development Impact Fees: Charging fees on developers who benefit from provincial infrastructure investments, using these funds to support further development initiatives.
- Tourism Levies: Implementing additional levies on tourism activities, such as hotel stays and game park visits, to boost provincial revenue while investing in tourism infrastructure.

4.3 Revenue Optimization Through Asset Management

- **Land Value Capture:** Leveraging the increase in land value due to public infrastructure investments. This could include selling or leasing public land at a premium or imposing taxes on increased land value.
- **Asset Monetization:** Leasing or selling underutilized provincial assets (e.g., government-owned buildings, land) to generate capital.
- **Property Development Partnerships:** Collaborating with private developers to build mixed-use developments on public land, with a revenue-sharing model.

4.4 Resource-Based Revenue Models

- **Resource Royalties and Levies:** Imposing or adjusting royalties on natural resources like mining or water extraction, where applicable.
- **Renewable Energy Levies:** Introducing fees for renewable energy projects (e.g., wind, solar) while promoting sustainability.

4.5 Revenue from Technology and Innovation

- **Smart City Initiatives:** Generating revenue through the deployment of smart technology that can improve service delivery and reduce costs (e.g., smart parking meters, urban mobility solutions).
- **Data Commercialization:** Monetizing government-held data by providing access to businesses for strategic insights, while ensuring data privacy and security.
- **E-Government Services:** Charging minimal fees for enhanced e-services provided to citizens and businesses, like digital IDs, online permitting, and electronic land registration.

4.6 Tax and Revenue Policy Innovations

- **Environmental Taxes:** Imposing taxes on activities or products that have a negative environmental impact (e.g., carbon taxes, plastic levies), with revenue earmarked for environmental protection and infrastructure.
- **Sin Taxes:** Innovations on expanding the tax base and increasing revenue collections on alcohol, tobacco, and gambling, with revenues allocated to healthcare and social development.
- **Luxury Goods Tax:** Introducing or adjusting taxes on luxury goods to increase the tax base.

4.7 Community and Civic Society Engagement Models

- **Community-Based Development Projects:** Involving communities in local development projects where they invest or co-manage facilities, with a share of the revenue going back to the community.
- **Civic Crowdfunding:** Engaging the public in funding certain government projects (like parks or cultural centres) through crowdfunding platforms, where contributors might receive certain benefits in return.

4.8 Sector-Specific Revenue Generation

- **Education and Skills Development Funds:** Partnering with academic institutions to create revenue from international student programs, research grants, and training services.
- **Health Service Fees:** Introducing nominal fees for specialized healthcare services and partnering with private hospitals for revenue-sharing models.
- **Agriculture Levies:** Introducing levies on agricultural exports and exploring agro-tourism initiatives as additional revenue streams.

4.9 Revenue through Regional and International Partnerships

- Intergovernmental Revenue Sharing: Collaborating with national and local governments to share revenues from projects that have a regional impact, such as major infrastructure or industrial developments.
- International Development Grants: Actively seeking and securing grants from international organizations for development projects aligned with global goals, such as climate change adaptation and poverty reduction.

4.10 Fees from Regulatory and Compliance Mechanisms

- Environmental Impact Fees: Charging businesses fees for environmental assessments and impact mitigations.
- Compliance Monitoring Fees: Charging for periodic compliance monitoring of businesses, particularly in high-risk sectors like mining, construction, and manufacturing.

4.11 Revenue from Infrastructure Sharing

- Telecommunication Towers and Fiber Networks: Leasing public land or infrastructure to telecom companies for network expansion.
- Shared Public Utilities: Revenue from joint ventures with private companies to maintain and operate public utilities, where the province earns a percentage of the revenue generated.

4.12 Revenue from Cultural and Heritage Projects

- Cultural Tourism: Developing cultural and heritage sites and imposing entry fees, with investments made to enhance cultural tourism.
- Heritage Preservation Levies: Introducing levies on construction in or near heritage sites to support preservation efforts.

5. SCOPE OF WORK

5.1 Current State Analysis

- Review existing revenue sources and collection mechanisms
- Analyse historical revenue trends and identify funding gaps
- Assess the efficiency of current revenue management systems
- Benchmark against global best practices in similar regions

5.2 Revenue Potential Assessment

- Identify untapped and innovative revenue sources, including partnership opportunities with the private sector, academia, and civic society
- Provide financial projections for each revenue source, including expected yield and feasibility
- Assess regulatory and legal requirements for new revenue streams
- analyse the impact of potential revenue sources on different stakeholder groups

5.3 Green and Infrastructure Bonds Analysis

- Evaluate provincial creditworthiness and readiness for bond issuance
- Assess market conditions and investor appetite
- Identify partnerships with academic institutions for research on bond structures and green project development
- Recommend strategic bond issuance structures and timelines

5.4 Alternative Funding Solutions

- Explore partnership opportunities with private sector entities for co-financing and shared revenue models
- Develop frameworks for academic collaborations that foster research-driven economic solutions
- Engage civic society in revenue generation initiatives, such as community-based programs and co-investment opportunities
- Assess the feasibility and impact of these partnerships

5.5 Economic Impact Analysis

- Project the impact on provincial GDP and key economic sectors
- analyse the employment generation potential of proposed revenue solutions
- Assess environmental and social impacts
- Consider how new revenue streams could drive private sector investment and economic participation

5.6 Implementation Framework

- Design integrated strategies for revenue collection and management, with a strong emphasis on partnership models
- Develop monitoring and evaluation frameworks
- Establish risk management and governance structures

6. DELIVERABLES

6.1 Inception Report

- Methodology and work plan
- Stakeholder engagement strategy
- Resource requirements for the Panel

6.2 Current State Assessment Report

- Detailed revenue analysis and funding gap assessment
- Benchmarking with global practices
- Initial findings on partnership opportunities

6.3 Revenue Options Analysis Report

- Analysis of traditional and innovative revenue sources
- Financial modelling and revenue projections

- Partnership frameworks with private sector, academia, and civic society
- Risk assessment and implementation requirements

6.4 Funding Options for implementation

- Cost of implementation of the solution
- Sources of Funding to be used

6.5 Final Integrated Report

- Market-ready revenue generation recommendations
- Implementation framework with action plans
- Monitoring, evaluation, and governance guidelines
- Strategies for ongoing collaboration with key stakeholders

7. STAKEHOLDER ENGAGEMENT REQUIREMENTS

The Panel will engage:-

- Provincial Treasury and Gauteng Department of Economic Development
- All relevant departments
- Provincial government's agencies
- Industrial Development Parks and Special Economic Zones
- Organised business associations
- Financial institutions
- Academic institutions and research partners
- Civic society groups and community representatives
- Development partners

8. EXPECTED OUTCOMES

- Market-ready, innovative revenue strategies with partnership frameworks
- Revenue projections for each solution and cost-sharing mechanisms
- Feasibility Study on the solution
- Detailed Costs and Funding Source for implementation of the solution
- Detailed implementation roadmap and governance model for produced solution
- Monitoring and evaluation systems
- Recommendations for capacity building and sustainable partnerships

9. METHODOLOGY REQUIREMENTS

- Mixed-methods approach: quantitative and qualitative
- Scenario modelling and data-driven analysis
- Extensive stakeholder consultations, with a focus on collaborative opportunities
- Economic impact assessments for feasibility and sustainability

5. EVALUATION CRITERIA

In line with Treasury regulation for solicitation of bids through the public process. The procedure for the evaluation of responsive proposals will be as follows: -

- 1st Stage – Administrative compliance
- 2nd Stage – Functionality (minimum of 70 points required to move to next stage)

NB: Post-award process will be communicated with the successful bidders and agreement for protection and confidentiality of information will be entered into with all bidders.

1ST STAGE - ADMINISTRATIVE COMPLIANCE

GGDA has set minimum standards that a bidder needs to meet to be evaluated and selected for further evaluation process. The minimum standards consist of the following: -

- Without limiting the generality of GGDA's other critical requirements for this Bid, the bidder(s) must submit the documents listed in Part A. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s).
- During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bids must be submitted in the original/official form. Bidders are required to submit a bid for providing the whole works, services or supply identified in the bid document unless stated otherwise as an additional condition in the conditions of the bid.

Failure by the bidder to comply with the "administrative compliance" will result in the bidder being regarded as non-responsive and not evaluated further.

2nd STAGE: FUNCTIONALITY EVALUATION

| | | Points Weight | Points Scored |
|---|--|---------------|---------------|
| Functionality and Capabilities | Evidence/ supporting information required | | |
| <p>1. METHODOLOGY AND PROPOSAL FOR DEVELOPING REVENUE GENERATION STRATEGY</p> <p>Demonstrated methodology of project implementation, quality and completeness of the proposal submitted</p> <p>Bidder to outline Revenue Generation Strategy methodology/proposal that cover the following areas:</p> <ul style="list-style-type: none"> Methodology and Proposal indicates knowledge of revenue generation frameworks and best practices = 10 points Outline the approach to develop the revenue generation funding model = 10 points Outline revenue projections over the MTEF period = 10 points Outline the state of readiness for the proposed projects = 5 points Implementation plan with timelines = 5 points Demonstrate own funding to execute the proposed project = 5 points Risk registers with mitigations = 5 points | <ul style="list-style-type: none"> Comprehensive proposal submitted addressing all the requirements as per tender scope. The proposal should address each point as outlined under methodology to be able to score points. | 50 | |
| <p>2. PROOF OF SIMILAR WORK EXPERIENCE</p> <p>Bidder to provide reference letters that relate to revenue generation strategy or any similar work as per scope:</p> <ul style="list-style-type: none"> ➤ 5 reference letters = 20 points ➤ 4 reference letters = 16 points ➤ 3 reference letters = 12 points ➤ 2 reference letters = 8 points ➤ 1 reference letter = 4 points | <ul style="list-style-type: none"> Reference must be aligned to similar works as per scope of this tender. Reference letter must be on client company letterheads with contactable number/s. Reference letter must indicate the rand value of revenue generated from the implementation of the project. <p>NB: GGDA reserves the right to contact these references directly and without your intervention. If your reference does not confirm the information provided, the reference letter will not be considered.</p> | 20 | |

| | | Points Weight | Points Scored |
|---|--|---------------|---------------|
| Functionality and Capabilities | Evidence/ supporting information required | | |
| 3. BIDDER'S PROJECT TEAM EXPERIENCE (BIDDER'S KEY PERSONNEL) Bidder to be accountable for their submitted team. 3.1 Partner / Director x 1 <ul style="list-style-type: none"> ▪ 10 years and more experience = 20 points ▪ Less than 10 years' experience = 5 points 3.3. Consultants x 2 <ul style="list-style-type: none"> ▪ 6 years and more experience = 10 points per consultant ▪ 3 years to less than 6 years' experience = 2 points per consultant ▪ Less than 3 years' experience = 1 point per consultant ▪ NB: points will be weighted averaged if more than 2 consultants are provided and aggregated points will be limited to maximum of 10 points. | <ul style="list-style-type: none"> • Bidder to attach for all their submitted key personnel, <u>detailed CVs</u>, which must include number of years, relevant experience and certified qualifications. • Certified copies must not be older than six (6) months. • An <u>organogram (diagrammed or listed) of the project team</u> must be included with the proposal and clearly outline the role of each personnel as provided for this project. • NB: CVs with roles outlined/ or identified on the organogram will not be considered | 30 | |
| TOTAL SCORE POINTS | | 100 | |
| MINIMUM POINTS | | | 70 |

NB: The minimum threshold for the functionality evaluation is **70 points**. The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.

PART B

DECLARATION OF INTEREST

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PART D

D1: 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 the 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 fulfilment 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 and 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 fulfilment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment 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. If your answer here is

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 offers 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 fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

D2: GENERAL CONDITIONS OF CONTRACT (GGDA)

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
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- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Delivery and documents
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- 22. Termination for insolvency
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- 26. Applicable law
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- 29. National Industrial Participation Programme (NIPP)

GENERAL CONDITIONS OF CONTRACT (GGDA)

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 ancillaries 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, 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 fulfilment 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 contract 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 fails 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 the client intends imposing a restriction on 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 – if not fully completed and signed, bidder will be disqualified on admin stage)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

TYPES OF BUSINESS _____

PRINCIPAL BUSINESS ACTIVITIES _____

COMPANY REGISTRATION NUMBER _____

BIDDER'S CSD NUMBER: _____

VAT REGISTRATION NUMBER _____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON/ NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID? _____

TELEPHONE NUMBER _____

CELLPHONE NUMBER _____

E-MAIL _____

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

DATE
