



DATE OF ISSUE: 24TH NOVEMBER 2023

INVITATION TO BID (OPEN TENDER)

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

BID NUMBER:	GGDA/07/2023-2024/DEAL MAKER
CLOSING DATE:	22ND JANUARY 2024
CLOSING TIME:	11:00
BID VALIDITY PERIOD:	90 DAYS
BRIEFING SESSION:	COMPULSORY BRIEFING SESSION
BRIEFING SESSION VENUE:	GROUND FLOOR AUDITORIUM, GGDA OFFICES 124 MAIN STREET, JOHANNESBURG 2001
BRIEFING SESSION TIME:	11H00
BRIEFING SESSION DATE:	05th DECEMBER 2023
DESCRIPTION:	REQUEST FOR PROPOSAL: THE APPOINTMENT OF A SERVICE PROVIDER/DEAL MAKER TO ASSIST THE GGDA WITH THE ACQUISITION AND INSTALLATION OF AN INVESTOR PIPELINE FOR THE PURPOSES OF LOCATION WITHIN THE PROPOSED WEST RAND SEZ ("WRSEZ")
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: 15th FLOOR, 124 MAIN STREET, JOHANNESBURG

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PART D	D1: UNDERTAKING BY BIDDER IN RESPECT OF TENDER D2: GENERAL CONDITIONS OF CONTRACT

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	Bid Pricing (2 nd envelope)	
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 and points claimed are allocated as per preferential procurement goals	Compulsory	
PART D: General Conditions of Contract (par30)	Make sure it is fully completed and signed	Compulsory	
Copy of Company Registration Documents	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	
Company Profile	Include the organisational structure of the company	Other returnable	
Certified copies of identity documents	For all current shareholders / members Include the organisational structure of the company	Other returnable	
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	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. Bidders will be disqualified should the compulsory documents not be submitted.
3. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
4. 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 out-lined 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

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

BID NUMBER: GGDA/07/2023-2024/DEAL MAKER

CLOSING DATE: 22ND JANUARY 2024 TIME: 11:00

DESCRIPTION: REQUEST FOR PROPOSAL: THE APPOINTMENT OF A SERVICE PROVIDER/DEAL MAKER TO ASSIST THE GGDA WITH THE ACQUISITION AND INSTALLATION OF AN INVESTOR PIPELINE FOR THE PURPOSES OF LOCATION WITHIN THE PROPOSED WEST RAND SEZ ("WRSEZ")

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 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 - **BIDDERS MUST NOT COMPLETE THIS SECTION HERE BUT SUBMIT IT AS
PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)**

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 keitshokiles@ggda.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on **15TH JANUARY 2024**
- 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 all bound in a sealed envelope endorsed, **GGDA/07/2023-2024/DEAL MAKER**. The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 22ND JANUARY 2024**.
- 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 amended bid without an original bid document will not be considered.
- 4.5 The bidder is responsible for all the costs that they 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.

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

REQUEST FOR PROPOSAL: THE APPOINTMENT OF A SERVICE PROVIDER/DEAL MAKER TO ASSIST THE GGDA WITH THE ACQUISITION AND INSTALLATION OF AN INVESTOR PIPELINE FOR THE PURPOSES OF LOCATION WITHIN THE PROPOSED WEST RAND SEZ ("WRSEZ")

1. PURPOSE

The **Gauteng Growth and Development Agency (GGDA)** seeks to appoint an experienced service provider to assist the Agency in specific Investor acquisition and tenant pipeline origination for the proposed West Rand Special Economic Zones (WRSEZ) in Gauteng.

This work will assist towards building an investor pipeline that can be converted to projects and in return, propel the designation and subsequent establishment of the Special Economic Zones in Gauteng province.

2. BACKGROUND

The South African government seeks to transform the economy into a globally competitive industrial economy, built on the full potential of all citizens and regions. The National Development Plan (NDP) outlines a long-term development path towards a prosperous and successful economy characterized by high levels of economic growth, employment generation and an equitable society.

Concurrently, the New Growth Path and the Industrial Policy Action Plan outline the government's industrial agenda for the critical jobs drivers, prioritized industrial sectors and a range of interventions required to accelerate economic growth, create jobs and fight poverty and under-development. One of the critical tools for accelerating the country's industrial development agenda is the **Special Economic Zones Programme (SEZ)**.

Established and managed through the SEZ Act, 16 of 2014, Special Economic Zones are defined as *designated areas, established to promote targeted economic activities, supported through special arrangements and support systems including incentives, business support services, streamlined approval processes and infrastructure*. To this end, it is desired that SEZs must help to:

- (i) promote industrial agglomeration
- (ii) build the required industrial infrastructure
- (iii) promote coordinated planning among key government agencies and the private sector and
- (iv) guide the deployment of other necessary development tools.

In support of the above, as well as the Growing Gauteng Together (GGT) 2030 Plan launched by the Gauteng Provincial Government in 2020, the GGDA must, as an implementation Agency of the Gauteng Department of Economic Development, undertake efforts aimed at ensuring the delivery of a globally competitive industrial economy.

Specific to Gauteng and GGT 2030, the Plan launched by the Gauteng Government aims to double the size of the province's economy, double the number of people employed, grow exports, reduce poverty, and promote economic empowerment by 2030.

GGT 2030 specifically defines efforts to be pursued to create inclusive growth and decent employment in the province; these include, amongst others, facilitation of activities in the 10 high-growth sectors defined in the Plan, rigorously supporting the expansion and sustainability of SMMEs as well as creating an efficient, competitive, and responsive economic infrastructure network. **Specific to the latter**, SEZs have been identified as tools that can boost manufacturing, exports, and decent well-paying employment throughout the province.

It is therefore within the context as defined at both national and provincial levels that the GGDA seeks the services of a service provider to develop and or implement an investment strategy for three of the planned SEZs in the province.

3. GAUTENG MULTI-TIER SEZ PROGRAMME

The Gauteng Province has resolved to use the SEZ programme as a catalyst for rapid economic expansion throughout the five corridors (Eastern, Southern, North, West and Central) of the province. To facilitate structured and cohesive planning of the programme and in a bid to ensure that the SEZ programme is effectively planned and implemented across the five corridors, Gauteng's SEZ programme will be implemented through a multi-tier approach that centralises infrastructure planning and development functions into one infrastructure planning and development company responsible for the planning and licensing of all SEZs in the Province. Through this, all issues key to the SEZ planning and designation process viz. feasibility and master plan development and the packaging of the license application will be undertaken cohesively, thereby ensuring that a focused approach that yields improved capabilities and rapid deployment of the programme is realised.

The Gauteng Multi-Tier SEZ programme is meant to:

- Use the SEZ framework to **create an enabling condition for infrastructure rollout and upgrades that catalyse district and corridor development**, in keeping with the Gauteng City Region corridor development approach.
- Position the SEZs to **drive investment & reindustrialisation** in the high-growth sectors defined in GGT 2030.
- Systematically provide a **basis for SMME and youth inclusion** in the development and broader value chain of the SEZs.
- Provide a **basis for the creation of jobs through construction and operational investments**

In support of this, a multi-tier SEZ concept seeks to establish SEZs in each of the 5 corridors of the Gauteng City Region is being pursued. The programme is multi-tier through the facilitation of joint planning and ownership of the regional SEZ enterprises by all 3 spheres of government. To-date:

- IGR understandings agreed and driving roll out of the Tshwane Automotive SEZ
- IGR understandings agreed to drive the rollout of the Vaal SEZ
- IGR understandings are being pursued to roll out the planned Lanseria River City Development and the proposed Hi-Tech and West Rand SEZs

Each of the SEZ companies will be co-owned by the GDED, the relevant municipalities and the DTIC.

The Gauteng Government has prioritised the development of five SEZs for roll-out in Gauteng. Of the five, two are fully operational (i.e., OR Tambo SEZ and Tshwane Automotive SEZ).

- **Tshwane Automotive SEZ (TASEZ)** was launched by President Cyril Ramaphosa in 2019, with an R15.8bn investment injected into South Africa from the Ford Motor Company

and a further R4.3bn investment from automotive components suppliers located at the project. The SEZ provides un-parallel connectivity and harmony between the living city, the green city and the productive city including an array of modern state-of-the-art infrastructure, government incentives and TASEZ additional investor support and value-added services.

- **OR Tambo SEZ** is situated around the OR Tambo International Airport and supports the growth of the beneficiation of the precious metals and minerals sector, with a focus on light, high-margin, export-oriented manufacturing of South African precious and semi-precious metals.
- **Vaal SEZ** plays an important role in encouraging the private sector to invest in the economy of Sedibeng District Municipality, with a strong focus on reviving existing manufacturing activities and in the agro-processing sector.
- **West Rand SEZ will play a critical role in industrializing the economy of the West Rand Corridor with a focus on boosting urban agriculture, food and beverages, agro-processing, green energy and bus manufacturing.**
- **Hi-tech SEZ** is earmarked for location within Lanseria Smart City and will be critical for advancing the ICT industry in Gauteng.

4. ABOUT THE PROPOSED WEST RAND SEZ

The Western corridor of Gauteng has historically been anchored around mining, with 2018 statistics indicating that the mining sector accounted for approximately 8% of economic activities in the region. This is a major decline from the roughly 30% the sector has contributed to the West Rand economy in the past. This is because of the decline in mining output, with growth and economic activity contracting year on year.

As a means to fast-track development in the West Rand District as well as explore efforts to diversify its economy (from reliance on the declining mining sector), the Gauteng Provincial Government wishes to explore the establishment of an SEZ in the West Rand and has appointed a West Rand SEZ Project Management Unit (WRSEZ PMU) within the Gauteng Growth and Development Agency to facilitate the implementation of the SEZ program.

The purpose of the SEZ would be to transform the West Rand economy into an industrial production centre characterized by, amongst others, foreign and domestic direct investments, value-added exports and job creation.

In line with this approved focus and mandate, the West Rand SEZ is being conceptualised and is being planned for establishment and development on land identified for such purposes within the Western corridor of Gauteng. The identified land parcels, which sum to approximately 13 000 ha in size, have yet to be designated as an SEZ by the South African National Government: Department of Trade and Industry and Competition (the dtic) but processes and activities that are aimed at facilitating such are underway.

In addition to this, a Master Plan and Business Case for the proposed land parcels is currently underway with completion envisaged for 31 October 2023. Notwithstanding the designation ambitions, the project's aim in the main, with the strategic alignment between Provincial and Local Municipalities, is to endeavour to attract investment and ignite economic activity in the region through an industrial activity with or without eventual designation. This being said, the investors attracted to the region should be encouraged to consider all value adds of the sites as attractive industrial nodes to establish operations within the West Rand including that of SEZ benefits and incentives, not exclusively.

Concurrent with other work packages being undertaken on the project, the WRSEZ Project Management Unit (WRSEZ PMU) is in the process of concluding agreements with the donors of the land parcels that are to be utilised for the designation of the SEZ. To this end, the GGDA seeks the services of reputable and experienced Deal Makers or Brokers to market the

development and procure tenants and investors for its cluster of projects as mandated. The appointment of the Deal Makers or Brokers is part of the WRSEZ's go-to-market implementation strategy and has as its basis on the GGDA's objective to ensure the attraction of reputable investors as well as 'anchor tenants' with a regional and international footprint, thereby ensuring the highest possible return on investment and job creation for the region.

NB: See Annexure I (viz. Executive Summary of the WRSEZ Business Case)

5. ROLE OF DEAL MAKER

In simplified terms, a 'deal maker' is a person or company that is skilled and experienced at bringing commercial or political deals to a satisfactory conclusion. In this regard, the Deal Makers' role will be to promote inward direct investment and decisively solicit and negotiate the conclusion of long-term lease agreements between the GGDA and reputable Tenants & Investors for the development of the WRSEZ.

The WRSEZ tenant and investor acquisition approach allow for the appointment of more than one Deal Maker, thereby ensuring maximum market engagement, locally and globally. This approach recognises the role of other government agencies [such as the dtic's Trade and Investment South Africa (TISA) unit and the GGDA's Trade Investment and Regulatory Enablement (TIRE)] unit in the promotion of South Africa and Gauteng Province as an investment destination. Their roles notwithstanding, these entities will not impede the ability of the Deal Makers to deliver by competitively marketing tenant occupation or investment at the WRSEZ.

To this end, whilst the government agencies will undertake marketing/promotion of the WRSEZ through local and international government-related fora, the appointed service provider will be responsible for conclusively selling the WRSEZ's tenant occupancy and investment opportunities while working in collaboration where required and will be required to use own set of networks and expertise to achieve the required deliverables.

6. SCOPE OF WORK

The focus of the consultancy work will be to develop enablement works including investment promotion and attraction strategies and services for the proposed West Rand SEZ,

6.1 Investment project origination, attraction, and promotion service requirements

The service provider should provide a customized investment project origination and attraction plan by proposing interventions, particularly in relation to:

- a) Investment profiling, packaging, and attraction;
- b) Global and commercial player analysis;
- c) Summary of companies to be engaged in potential investments;
- d) Investor types and regions identified for investment attraction;
- e) Investor attraction approach, with a detailed & verified contact list.

6.2 The service provider will be required to undertake the following deliverables:

For the 2-year (24-month) period from the appointment date, the service provider will be expected to achieve the minimum set targets and submit the reports as set below:

- a) Identify and meet with at least seventy-two (72) foreign & local investors, of which at least two meetings for each of the sectors identified on the strategy of the WRSEZ;
- b) At least twelve (12) new projects initiated with prospective tenants on the proposed

- sites they have expressed interest in;(i.e., Site Visits and/or inception meetings to discuss WRSEZ proposition);
- c) At least nine (9) of completed projects (i.e., prospective investor tenants that have signed ("in Principle Term sheets/Letter of Intent");
- d) Secure tenants for the proposed sites they have expressed an interest in;
- e) Negotiate the terms and conditions of the lease arrangements to be in place between the proposed tenants and the proposed WRSEZ;
- f) Facilitate the preliminary designs, in consultation with the WRSEZ and secured tenants, the top structure (where required);
- g) Identify the infrastructure requirements of the investors as well as conclude the terms thereof for investment.

It is specifically required that the investment facilitation activated for the WRSEZ result in the actual facilitation of the acceleration of market uptake for all the land parcels as identified, but specifically to lure in “anchor type tenants” – viz. Investors that will primarily bring significant capital investment into the province and/or region.

7. REMUNERATION STRUCTURE

NB: The payment profile of these services shall be negotiable (per the submitted bid proposal) with the commission proportion retained, until the full installation of tenants. The following is a guide on the full compensation structure:

7.1. Consulting Fees

The prospective Deal Makers are required to submit proposed consulting fees for the execution of this assignment. The fees must be linked to the proposed works to be carried out and expenses to be incurred (inclusive of the local and international markets to be targeted and/or travel costs to be incurred).

NB: The GGDA reserves the right to allocate a suitable amount for this purpose, but this will **not form part of the evaluation criteria**. Negotiations will be held with the successful bidder on the budget allocations and the strategy to be pursued, that will be within the allocated budget.

7.2. Commission structure

Commission fees payable to the Deal Makers will be subject to the achievement of principles contained in Sections 6.1 and 6.2.

The pay-out of any commission will further be subject to a commission structure agreed upon between the GGDA and the prospective Deal Maker as part of the bidding process. To this end, the prospective Deal Maker is required to submit an indicative commission structure detailing **the percentage of commission proposed** for the facilitated lease and investment deals determined as follows:

In respect of the space uptake/lease

- Cost per square meter the tenant would pay;
- Square metre/space uptake in the SEZ;
- Term of the lease (minimum 10-year lease period)

NB: The percentage indicated will form part of the bid evaluation process (viz. Pricing). The commissions will only be payable based on the lease signed and negotiated with the service provider. The payments will be made on a quarterly basis and the terms and conditions thereof will be expressed in the Service Level Agreement to be entered into with the successful bidder. For ease of

evaluation, bidders are **encouraged to submit a singular percentage based on the criteria above and not dynamic pricing** to allow for a fair and standard bid adjudication process. **To this end, the percentage should be the same for all types of tenants to be solicited.**

Any cancellation or termination of a lease will also render the fee as forfeited. Any renewals negotiated directly with the WRSEZ will not be considered a valid claim for payment.

7.3. Key Performance Indicators

The following key performance indicators must be achieved for payment of the proposed remuneration:

In respect of consulting fees

Achieved	Deliverable	Percentage of consulting fee (%)
Inception Report and Implementation Plan agreed with the GGDA/WRSEZ	<ul style="list-style-type: none"> Inception Report Implementation Plan agreed with the GGDA/WRSEZ 	70%
Tenant / Investor Preliminary List supported with information on reasons for their selection	<ul style="list-style-type: none"> Tenant / Investor Preliminary Tenant List 	
Confirmation of tenant preliminary list by GGDA/WRSEZ	<ul style="list-style-type: none"> Confirmed Preliminary Tenant List 	
Coordination of visits to international markets to engage international investors. supported by mission reports and clear deliverables / follow ups on engagements with proposed investors / tenants	<ul style="list-style-type: none"> Travel itinerary Meeting minutes Mission Report with defined follow ups 	
Principle agreement with tenants/investor (s) that has successfully undergone the necessary due diligence processes	<ul style="list-style-type: none"> Detailed Legal and Financial Due Diligence Reports Business Plans of the proposed operations Principle Term Sheets / MoAs with clear implementation timelines and confirmed top structure funding 	
Confirmed lease arrangements	<ul style="list-style-type: none"> Lease Agreements successfully negotiated and concluded 	30%

In respect of the Commission

Achieved	Deliverable	Percentage of consulting fee (%)
Top structure construction commencement	<ul style="list-style-type: none"> Infrastructure development underway 	0% of agreed commission rate
Business operational by tenant	<ul style="list-style-type: none"> Operational business by investor 	Agreed commission paid out on agreed phases / periods over a 3-year period after 6 months of tenants' operations and generation of rental revenue

7.4. Deal Maker's Remuneration bid principles.

It is recognised that encouragement of the Deal Maker's participation necessitates that the GGDA formulate a market-relevant remuneration mechanism comprising a **consulting fee and commission fee structure** based on the following fundamental principles:

- A **consulting fee** structure to support market engagements – **this must be submitted as part of the Bid proposal**;
- A **commission fee**. In line with standard commission practice, Deal Makers will be paid a **commission fee linked to the value of the signed lease agreement** they have facilitated for the West Rand SEZ. Payment of the commission will be undertaken within a defined period and **will not be made** before operations of the tenant secured by the Deal Maker have commenced at the SEZ.

The above two principles notwithstanding, the following should be noted:

- The consulting fees submitted by the Deal Maker and accepted as part of this Bid process will be paid in a phased approach – on a percentage of works completed. In this regard, a work plan supporting the fees will be contracted.
- The WRSEZ PMU reserves the right to request a repayment of the consulting fees, should it be found that the appointed Deal Maker has not utilised the fees for the purposes of this assignment. To this end, a reconciliation of costs, accompanied by supporting evidence must be submitted to the WRSEZ PMU on a monthly basis, failing which the WRSEZ PMU may institute the necessary procedures to reclaim the fees;
- Any commission paid to the Deal Maker resulting from this Bid process will be subject to the conclusion of lease agreements on bon-fide tenant investment agreements between bonafide entities and the GGDA/WRSEZ;
- Any commission paid to the Deal Maker resulting from this Bid process will also be subject to the successful development of operations by the secured tenants;
- Any commission paid to the Deal Maker resulting from this Bid process will further be subject to successful operations by the tenants secured by the Deal Maker, which operations must be in place before any commission can be effected and must continue to be in place for the medium term period of at least 3 years;

- Payment of the commission will further be subject to the achievement of defined Key Performance Indicators as well as an agreed commission structure to be reduced to writing through a contract agreement between the parties (as per point 7.3 above)

a) Other key considerations:

I. Quality of presentation of the proposal

Quality is a key requirement and will be considered, with due consideration to the following:

- (i) Proposed methodology or approach
- (ii) Understanding of project purpose
- (iii) Outline of expected outputs
- (iv) Indicators and means of verifying progress
- (v) Detailed budget that is indicative of their daily charge rate.

II. Proposed Payment Plan

- (i) Reimbursement schedule for all ancillary expenses such as travel and subsistence allowance etc. NB: Travel Plan, must include a strategy with destinations to be travelled to for the purposes of soliciting investment. Payment of any of these shall be made with prior approval from GGDA.
- (ii) The expected payment plan for service rendered, with specific detail on the rand amount or percentage retention to be only paid at tenant installation (i.e., this to demonstrate a willingness to share the risk between the GGDA and the service provider of “tenant flight”).

8. WHO MAY BE CONSIDERED A SERVICE PROVIDER/DEALMAKER

Persons or organisations that can demonstrate conclusively that they have the requisite technical and financial capabilities to secure tenants on behalf of the proposed West Rand SEZ and ensure the full installation of the said tenants.

The prospective Deal Maker will also have to prove, inter alia, that they:

- Have an understanding of the **sectors they are proposing** for investment uptake. These sectors must be in line with the sectors of preference identified for each identified land parcel by the WRSEZ (to be informed by the Business Case being developed for the WRSEZ);
- **Operate on a national scale** - indications on the geographies the deal maker currently and/or has previously developed in will be required;
- Have **access to markets with the necessary contacts** to deliver ‘high-value’ tenant(s) as well as investors for the WRSEZ;
- Have the **requisite capacity, skills, means, experience and expertise** to deliver on the Scope of Work;
- **Understand the policy environment** within which Special Economic Zones operate;
- Can engage with prospective tenants on the conclusion of a long-term, commercially viable lease arrangement for the WRSEZ (**projections on the proposed operations will have to be shown**);
- Have **verifiable trading credentials**

9. REQUIRED EXPERTISE AND RELEVANT SKILLS

The **Service Provider must demonstrate a thorough understanding of the intentions and deliverables of this project** based on the following considerations and requirements:

- Policy analysis, economic analysis, sector strategies, economic development planning as well as project management.
- The service provider should have experience in interacting with a variety of stakeholders, including investors as well as good research and report-writing skills.
- The successful service provider will be expected to enter into a service-level agreement with the GGDA in respect of the deliverables of the project.
- Excellent planning, communication, writing and stakeholder consultation skills
- Background in writing complex documents pertaining to government plans, policy or strategy.
- Knowledge of public sector governance issues, including an understanding of economic, social and political issues particularly facing the country.
- Experience in concluding, pointing policy implications and making recommendations for implementation of study findings as well as implications for future work.
- In particular, the service provider must have written expertise with a proven ability to consolidate government strategy documents.

a) **The Service Provider's proposed methodology**

The bidder must provide a detailed proposal of the methodology/approach to be used to carry out the scope of work outlined and clearly demonstrate how the project's intentions and deliverables will be achieved. The proposal must outline, amongst other things, the following:

- A step-by-step explanation of the proposed process and approaches to reach the end result of this requirement (i.e., to achieve the highest participation rate possible of companies/investors into the leads origination process);
- Reasons why a particular methodology was chosen;
- Clearly indicate the pros and cons of the chosen methodology;
- Risks and mitigating factors associated with the proposed methodology;
- A list of stakeholders who will be engaged in the project;
- Effective investment facilitation model and mitigation controls in the event of prospect engagement breakdowns or challenges.

THE ABOVE POINTS MUST BE CLEARLY INDICATED IN THE PROPOSAL. EACH OF THE ABOVE POINTS MUST HAVE ITS HEADING.

b) **The following are the key functions of the proposed resources:**

1) Project Manager

- The lead advisor's responsibilities will include, but are not limited to:
- Project management specifically with reference to making sure the achievement of the deliverables through proper co-ordination of the interactions and deliverables within and between the various stakeholders, quality assurance and time management
- Report on project progress to the PSC in writing and by PowerPoint presentation
- Be the point of contact between the project management team and the PSC and all the PSC task teams on all project-related issues
- Report and provide written progress reviews as well as on Microsoft PowerPoint presentation form to the PSC monthly
- Prepare and compile any information as may be reasonably required by the PSC from time to time in connection with the projects

- Document and archive in hard copies and electronic form all project documents (in a form that is acceptable for audit purposes)
- Support the PSC and its task teams in presentations to all relevant stakeholders.

2) Economist

- Understanding and experience of special economic zones strategies and plans
- Demonstrable experience in regional development, including knowledge of South African regional development policies, strategies and programmes,
- Experience in strategy development, economic and regional development planning research,
- Expertise and experience in industrial sector analysis sector strategies
- Expertise and experience in economic Statistical analysis
- Exposure to South Africa's Industrial and economic-related policies.

3) Investment Marketing Specialist

- Understanding and experience of special economic zones strategies and plans
- Demonstrable experience in regional development, including knowledge of South African regional development policies, strategies and programmes,
- Experience in strategy development, economic and regional development planning research,
- Expertise and experience in industrial sector brokering and marketing activities
- Exposure to South Africa's Industrial and economic-related policies.

4) Legal Resource

- A Company / Individual must be an admitted attorney/advocate of the High Court with extensive experience in commercial law practice, but in particular commercial property law
- At least three years of experience in the property industry, mining and public sector(s)
- Knowledge and understanding of PFMA and related Treasury regulations, and Schedule 3C entities
- Minimum Qualifications, An appropriate qualification in commercial/company law.

The above is not exhaustive of the resources required for the assignment, the prospective Service Provider should provide the relevant additional expertise depending on the specific sector focus for each land parcel.

NB: The project leader and core team members shall remain the same for the duration of the project and cannot be changed without the prior written consent of the GGDA Project Leader. It is expected that the project leader should be available for all meetings and engagements.

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

If the service provider does not meet the outlined requirements, the GGDA reserves the right to find a suitable replacement.

10. TIME FRAMES

The deliverables in these phases are expected to take no more than 24 months (or any other agreed-upon reasonable time) to complete after the signing of a valid contract.

It is also expected that the service provider will develop a budget that is indicative of their daily charge rate, including subsistence and travel expense where appropriate. The appointed service provider will also submit deliverables in accordance with the stated time frames:

A detailed Project Plan or Inception Report should be submitted to the GGDA **within 15 working days** of appointment and signing of the SLA by the successful bidder. The Project Plan must at least address the following:

- a. Confirmation of availability of the names of the project team members who will be involved in the project.
- b. Prepare a detailed Project plan which comprehensively outlines the work schedule/milestones, related costs per milestone and the timeframes in which the work is to be conducted. (See Sections 6 and 7 above).

11. REPORTING PROCEDURES AND PAYMENT APPROACH

The appointed Service Provider will report directly to the GGDA's WRSEZ PMU project leader, for purposes of the day-to-day management of the project.

Given the extensive nature of the project and tight timeframes, the service provider would be expected to be available when required on an ad-hoc basis during the contracted period. This would be communicated in reasonable time and notice to allow for appropriate preparation. The performance of the service provider will be assessed monthly and negotiated consultations will occur with the service provider to report on and discuss progress towards performance goals.

All payments will be made on a phased/milestone approach, as would be agreed contractually. All invoices must detail the work completed for the phase thereof. The service provider will be expected to prepare and make PowerPoint presentations of:

- a) Prepare and submit Progress Reports monthly, updating the Project Steering Committee on work progress.
- b) Prepare and make Draft Report available, as and when required, which the GGDA and other stakeholders will review and comment on in the process towards producing the final report.
- c) Prepare and make a presentation of the final reports incorporating clear and implementable recommendations.

12. INTELLECTUAL PROPERTY MANAGEMENT

All materials produced and/or intellectual property will belong to the GGDA. No data is allowed to be reproduced and re-used without prior written permission.

1. EVALUATION CRITERIA

In line with Preferential Procurement Regulation 2022 (PPR, 2022). The evaluation of responsive Tender 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 Preferential Procurement Special Goals in line with the Preferential Procurement Regulations, 2022.

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

- 1st Stage – Administrative Compliance (Mandatory / Compulsory Compliance and Other Key Returnables:)
- 2nd Stage - Functionality
- 3rd Stage - Price & Preferential Procurement Goals (for bidders who met the minimum required functionality points of 75)

1st Stage - Administrative Compliance

Admin compliance will cover all the requirements as per bid document which include review of completion of all documents, submission of all compulsory required information and adherence to the tender invitation including attendance of the compulsory briefing session.

Bidder to note Compulsory Compliance:

Failure to submit the following required documents will render the bidders tender disqualified:

- a) Bidders must attend the compulsory site briefing as indicated above. Tenderers that do not attend the compulsory pre-bid meeting / site meeting will be disqualified. The attendance register must be completed and will be used as proof of bidders' attendance.
- b) Bidders must duly complete and sign all Standard Bidding Documents (SBD 1, SBD 3.3, SBD 4 and SBD 6.1), which form part of the tender document.
- c) In the case of joint ventures and consortia, a detailed agreement must be attached as part of the submitted tender document, which must be signed by all parties to the agreement detailing the percentage (%) split between the parties and portion/s of work to be shared.
- d) Bidders must duly complete and sign the General Conditions of Contract.

Other Key Returnables:

- a) Tax Compliance Status Pin that will grant a third-party access to the bidder's Tax Compliance Status (A trust, consortium or joint venture must submit a Tax Compliance Status Pin of each partner in the trust, consortium, or joint venture).
- b) Central Supplier Database (CSD) registration summary report
- c) Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa
- d) Company Profile including the organisational structure of the company
- e) Certified ID copies of company directors or members and shareholders.

2nd Stage – Functionality

FUNCTIONALITY / QUALITY CRITERIA		MAXIMUM POINTS	POINTS SCORED
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<p>1) EXPERIENCE OF THE BIDDING ENTITY</p> <p>Attach a Company profile that clearly shows experience in developing and implementing investment attraction strategies and, or sector strategies similar to the scope of work as per this bid document:</p> <ul style="list-style-type: none"> ▪ Less than 2 years' experience = 0 points ▪ 2 - 5 years' experience = 3 points ▪ More than 5 years' experience = 5 points 	<ul style="list-style-type: none"> • Submit a company profile that details the experience within government and private spheres as per the scope of the RFP. • Detailing experience in conducting investment strategies, development investment memoranda and market engagement plans, sector strategies, feasibility studies and other similar work 	5	
<p>2) EXECUTION PLAN:</p> <p>2.1) METHODOLOGY & PROPOSAL</p> <p>Demonstrate the methodology of project implementation, quality and completeness of the proposal submitted. Your methodology/proposal to detail the steps involved to cover/address the following areas:</p> <p>a) Method for developing investment attraction strategy = Methodology should detail the following:</p> <p style="margin-left: 40px;">a) Description of analysis to be undertaken = 5 points</p> <p style="margin-left: 40px;">b) Implementation Plan = 5 points</p> <p>b) Business Networking and Marketing Plan</p> <ul style="list-style-type: none"> ▪ Outline marketing/publicity tactics to be employed in this project = 5 points ▪ Demonstrate your association with Organization(s) including but not limited to chambers of commerce, trade councils, business associations which the Service Provider is a member that would be beneficial to this project = 5 points 	<ul style="list-style-type: none"> ▪ A comprehensive proposal submitted addressing all the requirements as per the RFP scope. ▪ The proposal should address each point as outlined under methodology to be able to score points. ▪ A proposal that is “cut and pasted” from other submissions shall not be allocated the respective points. 	20	

<p>3) PROOF OF SIMILAR WORK EXPERIENCE OF THE BIDDING ENTITY</p> <p>Provide documented evidence of previous work done in sector strategy development, investment attraction, project memoranda developed or any similar work as per scope: -</p> <ul style="list-style-type: none"> Reference must be aligned to similar works as stated under the functionality on the Terms of Reference. NB: 3 points will be allocated for each valid* letter submitted. <p>1 - 5 Reference letters from either government/public entities or private companies = max of 15 points (3 points per valid letter)</p>	<ul style="list-style-type: none"> Provide a positive reference letter for similar previous work, on signed company letterheads with contactable number/s. <p>*Valid – means a letter on a client letterhead; signed including contact details</p> <p>NB: GGDA reserves the right to contact these references directly and without your intervention and if your reference does not confirm the information provided, the reference letter will not be considered.</p>	15	
<p>4) RELEVANT TEAM EXPERIENCE IN RESPECT OF SCOPE OF WORK (Team experience should be relevant to execute the scope) CV of the Project Leader, and Project Team member(s) (if applicable), who would form the Project Team supporting WRSEZ. Please highlight relevant qualifications, capabilities and experience.</p> <p>4.1 Project Manager (Lead Consultant)</p> <ul style="list-style-type: none"> Less than 1 year experience = 0 points 1-5 years' experience in expertise areas as outline to execute scope of work = 3 points More than 5 years to less than 10 years' experience in expertise areas as outline to execute scope of work = 5 points 10 years' and above experience in expertise areas as outline to execute scope of work = 10 points <p>4.2 Economist/</p> <ul style="list-style-type: none"> Less than 1 year experience = 0 points 1-5 years' experience in expertise areas as outline to execute scope of work = 3 points More than 5 years to less than 10 years' experience in expertise areas as outline to execute scope of work = 5 points 10 years' and above experience in expertise areas as outline to execute scope of work = 10 points <p>4.3 Investor Specialist</p> <ul style="list-style-type: none"> Less than 1 year experience = 0 points 1-5 years' experience in expertise areas as outline to execute scope of work = 3 points 	<ul style="list-style-type: none"> Bidder to submit Organogram with names & designation of the multi-disciplinary team to execute the scope of work Submit CV's & Qualification for personnel as per the organogram. CVs to detail their relevant sector experience and qualifications Lead consultant should have the expertise in at least two of the following expertise areas: <ul style="list-style-type: none"> Project Management Industrial Hubs Economics And/or other relevant analytical fields The Economist/Researcher and project team should show expertise in the following: <ul style="list-style-type: none"> Investment strategies development Investment memoranda Sector strategies feasibility studies and other similar work <p>NB: Evaluated individuals as per submitted CV's will be required to work on the project</p>	40	

<ul style="list-style-type: none"> ▪ More than 5 years to less than 10 years' experience in expertise areas as outline to execute scope of work = 5 points ▪ 10 years' and above experience in expertise areas as outline to execute scope of work = 10 points <p>4.4 Legal Specialist</p> <ul style="list-style-type: none"> ▪ Less than 1 year experience = 0 points ▪ 1-5 years' experience in expertise areas as outline to execute scope of work = 3 points ▪ More than 5 years to less than 10 years' experience in expertise areas as outline to execute scope of work = 5 points ▪ 10 years' and above experience in expertise areas as outline to execute scope of work = 10 points 			
<p>5) KEY PERSONNEL RELEVANT QUALIFICATIONS (Minimum NQF Level 6 Qualification): -</p> <p>5.1 Project Manager (Lead consultant)</p> <ul style="list-style-type: none"> ▪ Master's Degree (5 points) ▪ B.Tech/ B degree (3 points) ▪ National Diploma (1 point) <p>5.2 Economist/ Researcher</p> <ul style="list-style-type: none"> ▪ Master's Degree (5 points) ▪ B.Tech/ B degree (3 points) ▪ National Diploma (1 point) <p>5.3 Investor Specialist</p> <ul style="list-style-type: none"> ▪ Master's Degree (5 points) ▪ B.Tech/ B degree (3 points) ▪ National Diploma (1 point) <p>5.4 Legal Resource</p> <ul style="list-style-type: none"> ▪ Masters's Degree (5 points) ▪ B.Tech/ B degree (3 points) ▪ National Diploma (1 point) 	<ul style="list-style-type: none"> • Attach CVs including number of years; professional qualifications of all personnel involved. <p>For project leader requirements are:</p> <ul style="list-style-type: none"> ▪ Appropriate Degree in economic development ▪ Project teams – Organogram with relevant professional titles and names of assigned individuals. 	20	
TOTAL SCORE		100	
MINIMUM SCORE REQUIRED		75	

The minimum threshold for the functionality evaluation is **75 points**. The RFP that does not meet this minimum threshold of 75 points will not proceed to the next stage of evaluation of the RFP.

THE GGDA RESERVES THE RIGHT NOT TO APPOINT THE BIDDER WITH THE HIGHEST SCORES BASED ON ITS ASSESSMENT OF THE BIDDING ENTITY BUT MAY APPOINT MULTIPLE SERVICE PROVIDERS.

NB: See Annexure I (viz. Executive Summary of the WRSEZ Business Case)

NB: Bidders must achieve the minimum score of 75 points out of 100 points for further evaluation on the 3rd stage of Price & Preferential Procurement Goals.

3rd Stage - Price & Preferential Procurement Specific Goals Evaluation Criteria

All bidders who achieved the minimum point threshold on functionality of 75 points and above will be evaluated on Price & Preferential Procurement Specific Goals.

The GGDA will apply the 80/20 Preference Point System in accordance with Regulation 4 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

The points will be allocated as follows:

PREFERENCE POINT SYSTEM	POINTS
Price	80
Specific Goals (refer to requirements below)	20
Total points for Price and Preference Points	100

Specific Goals Requirements:

	Preferential Procurement Goals	Yes/No	Weight = 20 points if R50 000 000 and less
			Number of Points
1	B-BBEE Status Level of Contributor 1	20	
2	B-BBEE Status Level of Contributor 2	15	
3	B-BBEE Status Level of Contributor 3	10	
4	B-BBEE Status Level of Contributor 4	5	
	TOTAL POINTS	20	
	PRICE		= 80 points if R50 000 000 and less
	TOTAL PREFERENTIAL PROCUREMENT GOALS & PRICE		100

THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Tenderers are required to submit proof of their B-BBEE Status Level of Contributor to substantiate their B-BBEE rating claims. Failure to comply with the following requirements will result in the bidder forfeiting B-BBEE preference points:

1. An Exempted Micro Enterprise (EME) is required to submit a valid sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership.
2. A Qualifying Small Enterprises (QSE) which is at least 51% black owned is required to submit a valid sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership.
3. A Qualifying Small Enterprise (QSE) which is less than 51% black owned is required to submit a valid B-BBEE Status Level Verification Certificate including a valid sworn affidavit declaring their annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end.
4. Bidders who do not qualify as EME's and QSE's as outlined above, must submit valid B-BBEE Status Level Verification Certificates.
5. Public entities and tertiary institutions must submit valid B-BBEE Status Level Verification certificates.
6. A trust, consortium or joint venture must submit a valid consolidated B-BBEE status level verification certificate for every separate bid.

Please note:

- B-BBEE Status Level Verification Certificates must be issued by an Agency accredited by SANAS and must be valid
- Sworn Affidavits for (EME's and QSE's) as outlined in 1 and 2 above must be submitted by bidders in support of their B-BBEE level and should comply with the Department of Trade, Industry and Competition (the dtic)) format or Companies and Intellectual Property Commission (CIPC) format which can be found on the respective dtic and/or CIPC websites.
- Sworn Affidavits must comply with the requirements out-lined 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

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 <https://www.sanas.co.za/> default.
 - The relevant BVA number may be used to confirm whether such a certificate is valid.

FINANCIAL PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2nd Envelope)

SBD 3.3

**PRICING SCHEDULE
(Professional Services)**

Name of bidder.....Bid number: GGDA/07/2023-2024/DEAL MAKER

Closing Time: 11:00

Closing date: 22ND JANUARY 2024

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

Bidders need to price their proposal in detail as per scope of work and deliverables expected.

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

- 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.

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

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 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

**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 and Competition (the dtic) 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 dtic 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 dtic 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 dtic 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 dtic 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 dtic with the information required the following steps will be followed:

- (a) the contractor and the dtic will determine the NIP obligation;
- (b) the contractor and the dtic will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the dtic;
- (d) the contractor will submit a business concept for consideration and approval by the dtic;
- (e) upon approval of the business concept by the dtic, 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 dtic.

4.2 The NIP obligation agreement is between the dtic 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
B-BBEE Status Level of Contributor 1	20	
B-BBEE Status Level of Contributor 2	15	
B-BBEE Status Level of Contributor 3	10	
B-BBEE Status Level of Contributor 4	5	
The tenderer must be an entity which is at least 51% owned by black people who are youth.	N/A	
The tenderer must be an entity which is at least 51% owned by black people who are women.	N/A	
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	N/A	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	N/A	
The tenderer must be an entity which is 51% owned by black people who are military veterans.	N/A	
The tenderer must supply locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	N/A	
The tenderer must be an entity which is a cooperative, which is 50% owned by black	N/A	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
people.		
TOTAL POINTS FOR SPECIAL GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any

of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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

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5. Use of contract documents and information; inspection
6. Patent rights
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8. Delivery and documents
9. Insurance
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13. Payment
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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 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 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 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 willful 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)

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

DOWNLOADABLE ON TREASURY WEBSITE