 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>	
		Request for Proposal	Page 1 of 4
RFP NUMBER			
RFP DESCRIPTION			
CUSTOMER DEPARTMENT			
CUSTOMER INSTITUTION			
BRIEFING SESSION	Y	N	SESSION COMPULSORY Y N SESSION HIGHLY RECOMMENDED Y N
BRIEFING VENUE			DATE TIME
COMPULSORY SITE INSPECTION	Y	N	DATE TIME
INSPECTION ADDRESS			
TERM AGREEMENT CALLED FOR?	Y	N	TERM DURATION
CLOSING DATE			CLOSING TIME
TENDER BOX LOCATION			
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.			

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

Request for Proposal

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="text-align: center;">Provincial Supply Chain Management</h1>	
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PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			

RETURNABLE ATTACHMENT**PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)**

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.
2. For purposes contemplated in paragraph 1, the Gauteng, Office of the Premier (**OoP**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Registration Number: _____) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, **(POPIA)**) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
- ✓ ensure the lawful processing of Personal Information
 - ✓ secure the integrity and confidentiality of such Personal Information;
 - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
 - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
 - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
 - ✓ apply the acceptable information security practices and procedures.
11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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

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

The bid must be deposited or posted;

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

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	Bid Commitment and Declaration of Interest	Page 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES		NO	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State institution

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

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

YES		NO	
------------	--	-----------	--

- 2.2.1 If so, furnish particulars:

--

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

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.
 Filename: RFP4GPT (SBD4)

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

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

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

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


Signature		Date	
Position		Name of Bidder	

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	Special Conditions	Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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

**APPOINTMENT OF A SERVICE
PROVIDER FOR THE DEVELOPMENT OF
AN INFRASTRUCTURE MASTER PLAN
FOR PROPOSED DEVELOPMENTS
ALONG A SECTION OF THE N12
NATIONAL ROAD BETWEEN THE R558
AND R500**

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ACRONYMS

Abbreviation	Full Name
BBBEE	Broad Based Black Economic Empowerment
BEPPS	Built Environment Performance Plans
BRT	Bus Rapid Transit
CoJMM	City of Johannesburg Metropolitan Municipality
CoT	City of Tshwane Metropolitan Municipality
COVID-19	Corona Virus Disease
DORA	Division of Revenue Act
EAP	Environmental Assessment Practitioner
ECSA	Engineering Council of South Africa
EME	Exempted Micro-Enterprise
EXCO	Executive Committee
GBV	Gender Based Violence
GCRIIMP	Gauteng City Region Integrated Infrastructure Master Plan
GCR	Gauteng City Region
GDP	Gross Domestic Product
GGT 2030	Growing Gauteng Together 2030
GLMP	Greater Lanseria Master Plan
GMBRSPP	Gauteng Mining Belt Regional Spatial Planning Policy
GMHSP	Gauteng Mega Human Settlement Projects
GPG	Gauteng Provincial Government
GSDF	Gauteng Spatial Development Framework
GVA	Gross Value Added
ICT	Information and Communications Technology
IDP	Integrated Development Plan
ISO 9000	International Organization for Standardization
NDP 2030	National Development Plan 2030
NIP	National Infrastructure Plan
NGO	Non-Governmental Organization

NGP	New Growth Path
OoP	Office of the Premier
PCF	Premier's Co-ordinating Forum
PMBOK	Project Management Body of Knowledge
PRAS	Policy, Research and Advisory Services
QLFS	Quarterly Labour Force Survey
QSE	Qualifying Small Enterprise
SACPLAN	South African Council for Planners
SDF	Spatial Development Framework
SDIP	Service Delivery Improvement Plan
SEZ	Special Economic Zone
SIP	Strategic Infrastructure Project
SOPA	State of the Province Address
SPLUMA	Spatial Planning and Land Use Management Act
TEDA	Township Economic Development Plan
TISH	Townships, Informal Settlements and Hostels
TMR	Transformation, Modernization and Re-industrialization
WRDM	West Rand District Municipality
25-ITMP	25-year Integrated Transport Master Plan

1. INVITATION

The Policy, Research and Advisory Services (PRAS) Branch Unit in Office of the Premier (OoP) of the Gauteng Provincial Government, hereby invites proposals from suitably qualified, experienced, and capacitated service providers for the development of an Infrastructure Master Plan for proposed developments along a section of the N12 National Road between the R558 and R500.

2. BACKGROUND

The study area is along a portion of the N12 National Road is unique in its nature and characteristics. The West Rand District Municipality (WRDM) was once a thriving mining region that has experienced decline in the past few decades.

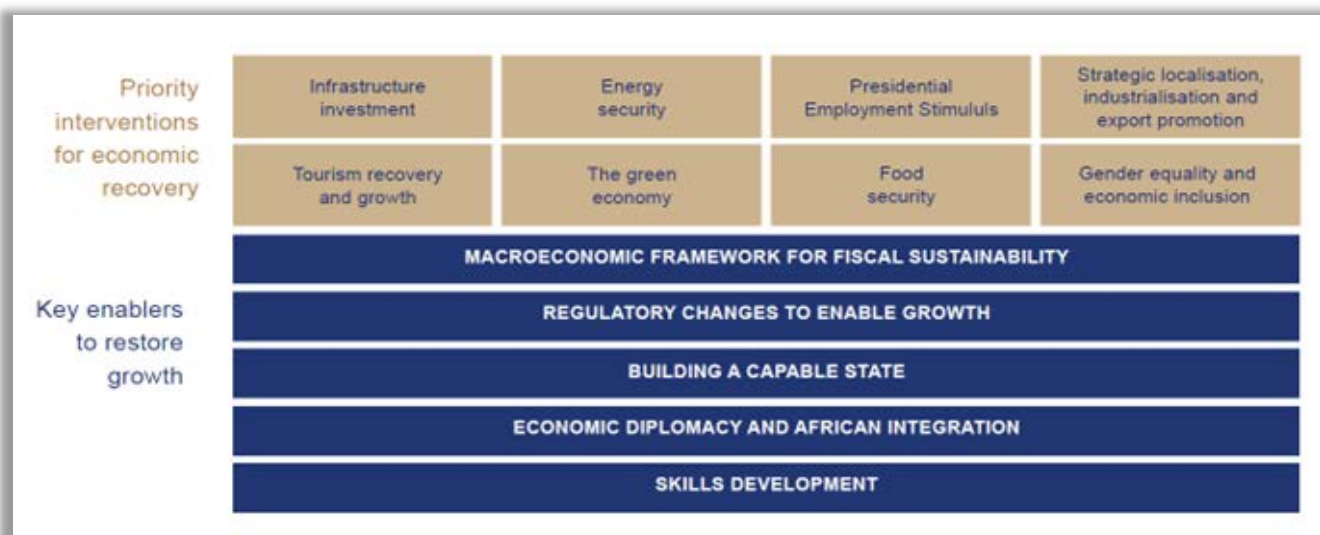
The South African Economic Reconstruction and Recovery Plan, and the Growing Gauteng Together (GGT) 2030 have recognised the importance of large-scale infrastructure development for its catalytic and transformational potential on Gauteng regions. The West Rand has been identified as a region that has viable prospects for development and an economy that can become diversified with the right coordinated interventions by the public and private sector. Targeted development in this region could contribute significantly to more equitable and inclusive spatial planning in the Gauteng Province.

The main objective of this project is to consolidate infrastructure plans along the N12 National Road between the R558 and the R500 roads and investigate the infrastructure needs of this area to support development for the next 20 years.

2.1. Legislation & Policy

South African Economic Reconstruction and Recovery Plan

South Africa's Economic Reconstruction and Recovery Plan sets out a bold vision and immediate actions to enable an economic rebound (in response to the devastating effects of the COVID-19 Pandemic) and to build the economy of the future. The Plan outlines Priority Interventions as well as the key enablers required to restore growth as depicted in the framework below.



Growing Gauteng Together 2030 (GGT2030)

The Gauteng Province adopted Growing Gauteng Together 2030 (GGT2030) as its strategic plan for the medium term. Following the COVID-19 Pandemic and the adoption of the South African Economic Reconstruction and Recovery Plan, GGT2030 was reviewed to align with the South African Economic Reconstruction and Recovery Plan and to prioritise infrastructure projects which serve as enablers for the prioritised economic interventions.

GGT2030 lists the following priority interventions:

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

- Building a province in which women, youth and people with disabilities are empowered

At the top of GGT 2030 goals, is to transform Gauteng into a single multi-tier Special Economic Zone (SEZ). The vision is to have at least one SEZ in each of the five regions of Gauteng (3 metropolitan municipalities and the two district municipalities). The following programmes fall under this vision

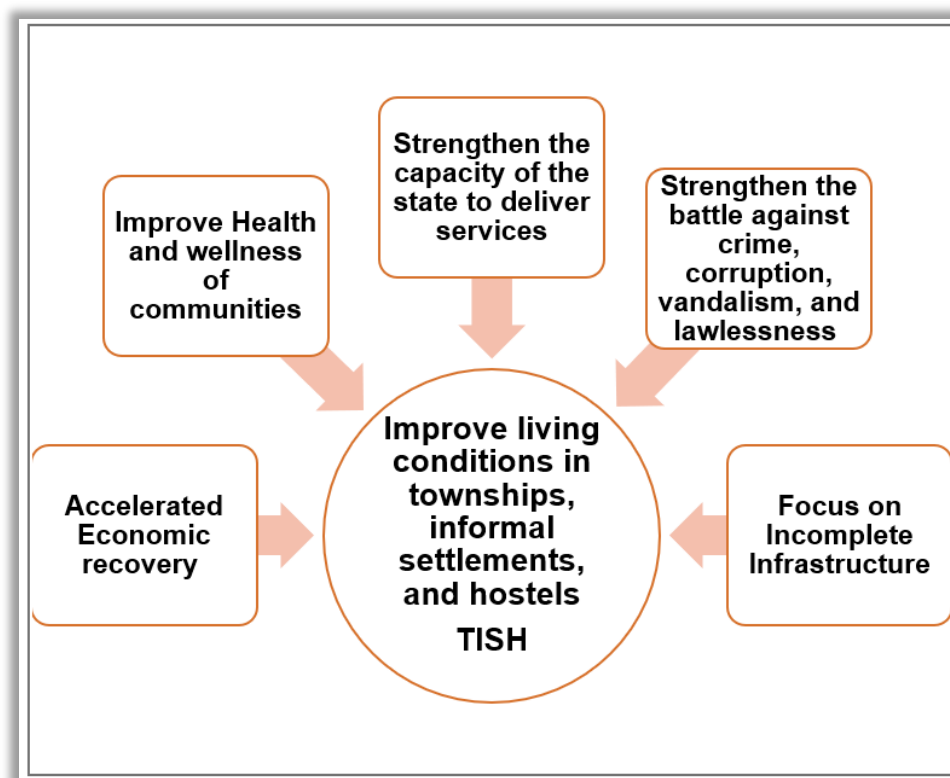
- OR Tambo International Airport (ORTIA) Integrated Development Zone (IDZ)
- Tshwane SEZ
- Vaal SEZ
- West Rand SEZ
- Lanseria Smart City
- Tambo Springs SEZ

These programmes will promote the industrialization of the Province. Targeted infrastructure interventions will support this industrialization programme.

Gauteng Township Economic Development Act 2 of 2022

The Premier of Gauteng Province has committed to accelerate service delivery and ensure economic recovery and the improving of living conditions of people in Townships, Informal Settlements, and Hostels (TISH) by redirecting state budgets to these areas. The Township Economic Development (TEDA) Act 2 of 2022, adopted by Legislature on the 29th of May 2022, is the blueprint for how the Gauteng Provincial Government will support township businesses and fund them.

On the back of the TEDA of 2022 and a focus of the TISH programme led to the adoption of elevated priorities by Gauteng Provincial EXCO:



Spatial Planning and Land Use Management Act 16 of 2013

The introduction of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) is set to mandate effective and efficient planning and land use management. SPLUMA came into effect on the 1st of July 2015, and its primary aim is to provide national, provincial, and municipal spheres of government with a framework relating to the establishment of policies and systems relating to planning and land use management. As stated in the West Rand District Spatial Development Plan (SDP) 2022, SPLUMA provides a variety of development guiding principles, and these include:

1. **Spatial Justice:** To deal with spatial injustices and places that were previously excluded, redress access to land for the previously disadvantaged and plan for incremental upgrading and secure tenure.
2. **Spatial Sustainability:** To promote land development that is within the fiscal institutional and administrative means of the country, protect prime agricultural land and environmental resources, carefully consider social and infrastructural costs of land development, and establish viable communities.

3. **Spatial Efficiency:** Optimise efficient use of resources and infrastructure, minimise negative financial, social, economic, or environmental impacts.
4. **Spatial Resilience:** Flexibility in spatial plans, policies and land use management systems are accommodated to ensure sustainable livelihoods in communities most likely to be adversely affected by economic and environmental shocks.
5. **Good administration:** Integrated approach to land use and land use development, Free-flow of information, plans and policies between and within tiers of government and lastly, the empowerment of citizens.

Sections 17 (2) and (3) of the Act will apply to the proposed Infrastructure Master Plan.

Gauteng Spatial Development Framework (GSDF) 2030

The Gauteng Spatial Development Framework (GSDF) 2030, adopted by EXCO as the Provincial SDF in terms of SPLUMA aspires to establish a balanced, polycentric spatial network, with strong and resilient nodes enabling mutually beneficial exchanges of goods and services, and movement of people. Please note that the process of updating this GSDF 2023 is currently underway.

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

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

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

- Liveability;
- Concentration;

- Connectivity;
- Conservation;
- Diversity; and
- Viability.

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

The Gauteng Mining Belt Spatial Development Policy

The Gauteng Mining Belt Spatial Development Policy (GMSDP) was developed to plan for the rehabilitation of the mine residue areas within the Gauteng Mining Belt. The redevelopment of this area has the potential for increased economic activity and the redress of historic spatial planning. It aims to address the downturn in mining activity with its associated risks to communities and the environment by tapping into its development potential through coordinated interventions by the public and private sectors.

The delineated study area points to the fact that this spatial development policy and the planned implementation interventions will have bearing on the delineated study area.

The six sub-regions coming out of the study include

- Merafong Mining Belt Sub-region;
- Rand West City & Mogale Mining Belt Sub-region;
- CoJ West Mining Belt Sub-region;
- CoJ East Mining Belt Sub-region;
- Ekurhuleni Mining Belt Sub-region;
- Ekurhuleni East Belt Sub-region.

Gauteng City Region Integrated Infrastructure Master Plan (GCR IIMP) 2030

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

- a) A globally competitive city region;
- b) Collaborative planning and development across the GCR;
- c) Clear policy direction to residents, stakeholders and investors;

- d) Long-term sustainability through efficient use of resources;
- e) Identification and support of modern technologies, delivery models and financing alternatives; and
- f) Strategic prioritization of critical infrastructure investments and developments.

The Master Plan includes both economic and social infrastructure, including transportation, water, sanitation, electricity, bulk waste, ICT, health, and education. It covers the infrastructure programmes and projects of several stakeholders within the GCR, including the national government (SIP projects within the GCR), major state-owned entities, the Gauteng Provincial Government and its Agencies, Municipal Governments and Entities and the Private Sector (Private-Public Partnership Projects).

Gauteng Province has identified the area of interest as an area of future growth with exciting potential for socio-economic development.

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

The following legislation and policies will need to be taken into consideration, yet this list should not be considered as comprehensive:

- Spatial Planning and Land Use Management Act of (SPLUMA) – Act No. 16 (2013).
- Integrated Urban Development Framework (IUDF)
- National Spatial Development Framework (NSDF) 2050
- South African Economic Recovery and Reconstruction Plan.
- Growing Gauteng Together (GGT) 2030.
- Gauteng Spatial Development Framework (GSDF) 2030.
- Gauteng City Region Integrated Infrastructure Master Plan (GCR IIMP) 2030.
- Gauteng 25-year Integrated Transport Master Plan (to be reviewed).
- Gauteng Mining Belt Regional Spatial Planning Policy (GMBRSP).
- Township Economic Development Act 2 of 2022
- District Development Model
- Municipal Spatial Development Frameworks (SDFs).
- Municipal Integrated Development Plans (IDPs).
- West Rand District Municipality Integrated Transport Plan (WRDM ITP).
- City of Johannesburg Integrated Transport Plan (CoJ ITP).

The GGT2030, GSDF 2030, and the GCR IIMP 2030 will be made available to bidders at the compulsory briefing session. A drop-box link will be furnished to download the documents.

6. THE CUSTOMER

The commissioning department for this work is the Office of the Premier (Gauteng Provincial Gauteng)

6.1. Stakeholders

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

- Provincial and National Sector Departments.
- Gauteng Municipalities.
- Municipal entities.
- State Owned Enterprises.
- The Private Sector: specifically, large-scale landowners and developers.
- Other identified Interested and Affected Parties.

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

A project steering committee will be establishment to support the drafting of the Master Plan and its implementation. It will include representatives from specific public sector stakeholders such as the Gauteng Office of the Premier, the WRDM and affected local municipalities, the West Rand SEZ company and other identified key stakeholders.

6.2. Contractual and working arrangements

The Service Provider will be required to enter into contract with the Office of the Premier to ensure the fulfilment of all the deliverables of this assignment. The contract will include a payment milestone schedule to ensure that payment is linked to specified deliverables.

The preferred bidder will also be required to nominate a Designated Project Manager who will liaise and consult with the Office of the Premier regarding this assignment.

7. SITUATIONAL REVIEW

7.1. Gauteng Province and the Western Corridor

The GSDF notes that a significant characteristic of spatial development patterns in the Gauteng Province is the spatial, social, and economic segregation between the more affluent parts of the province and poorer townships that are located on the periphery of urban footprint. Ennerdale, Sebokeng, Mabopane and West Rand are listed as some of the most isolated areas in the province, where there is still a great dislocation between people and jobs and where the de-industrialization and closure of mines has affected the economy.

The GMBRSPP notes how the East Mining Belt study should investigate the provision of east-west freight routes to support the M2 and N17 roads, providing good accessibility to regional freight routes such as the M1, N1, N12, R59 and N2. The accessibility of the greater City Deep area needs to be improved to ensure the sustainability of future logistics and freight development in the area.

The transport sector is considered as one of the main catalysts for the economic recovery of the province. In line with GGT2030 Priority 1: Economy, Jobs and Infrastructure and its interventions on transport, the Western Corridor shows potential for growth. Taxis dominate the public transport operations in the district. Bus transport is very limited with no subsidised commuter services, apart from contracted learner transport services that are provided in the predominantly rural area. There is potential to reinvigorate commuter rail services in the district.

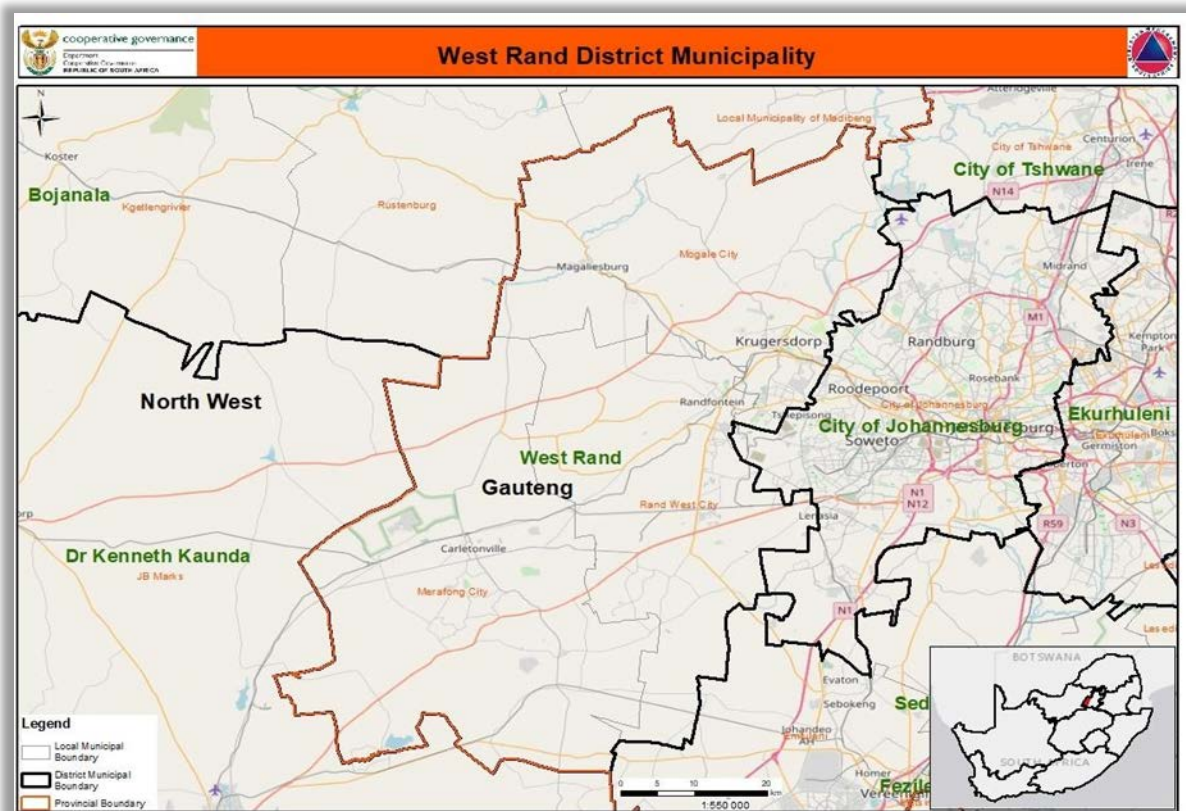
The Western corridor currently has a significant deficit from a road accessibility point of view. The Gauteng Department of Roads and Transport conducted a study that concluded that the current road links between Johannesburg and West Rand is over capacity due to the lack of Class 1 roads, with only a few order Class roads (2&3) carrying the area's traffic.

The WRDM of Gauteng is positioned as the hub of the agri-business agro-processing industry, to leverage the corridor's high value horticultural potential. The District Municipality recognises the need to focus on development integration and linkages to strengthen its position in the Gauteng City Region.

7.2. West Rand District Municipality

The WRDM - a Category C Municipality- is located within the western part of the Gauteng Province and it extends over 4087 km² of land area. It is surrounded by the Bojanala District Municipality to the north, the City of Tshwane to the north-east, the City of Johannesburg to the east and the Sedibeng District Municipality to the south-

east. The WRDM consists of three Local Municipalities: Mogale City, Merafong City and Rand West City. It is located on the southwestern edge of Gauteng Province, and two major national mobility routes cut through it, namely the N12 and the N14.

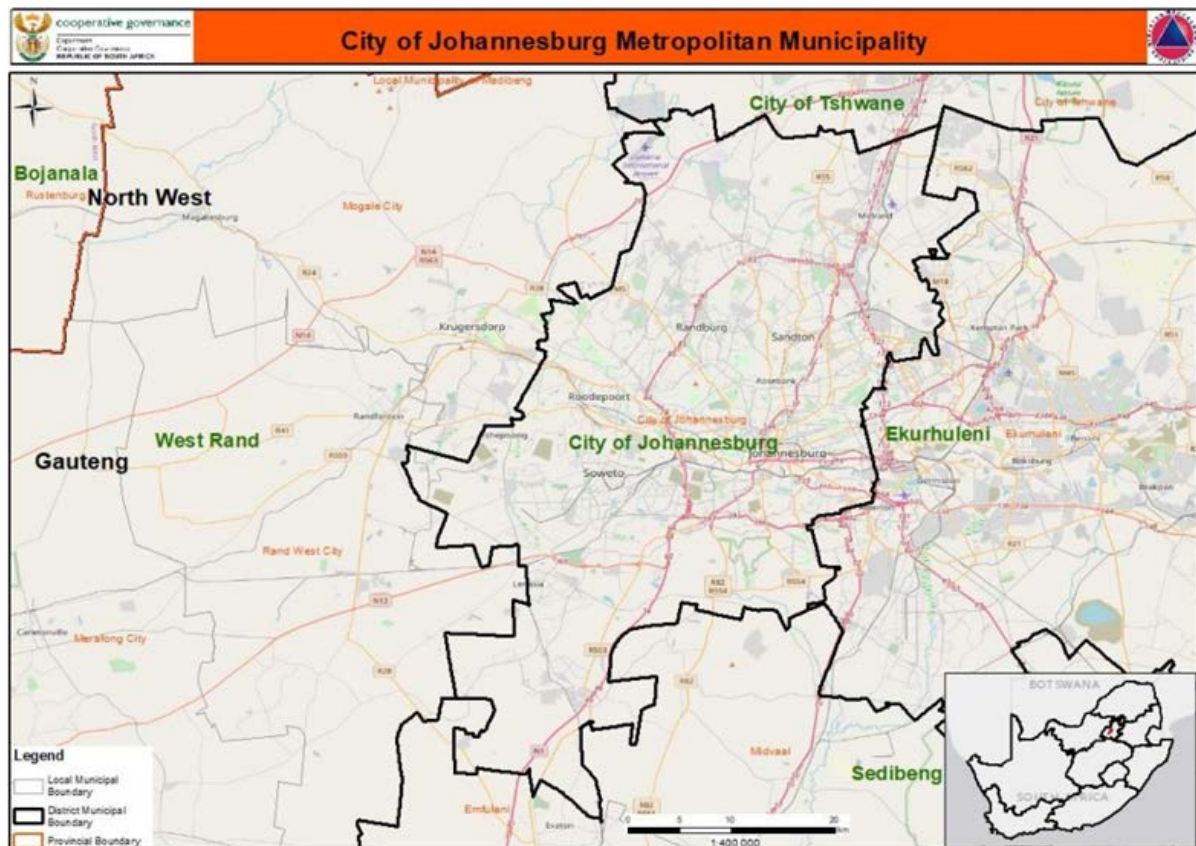


7.3. City of Johannesburg Metropolitan Municipality

The City of Johannesburg Metropolitan Municipality is the largest among South Africa's metropolitan areas. Situated in the heart of Gauteng province, the city is vibrant and culturally diverse. It shares borders with two other metropolitan municipalities: the City of Tshwane to the north and the City of Ekurhuleni to the east. To the west, it shares boundaries with Mogale City and other areas of the Westrand District Municipality. In the south, it is bordered by Emfuleni and Midvaal Local Municipalities, which are part of the Sedibeng District Municipality. It covers the municipality covers 1644 square kilometers with boundaries extending from Orange farm in the south to Midrand in the north and from Witpoortjie/Roodepoort in the west to Modderfontein/Bruma in the east.

The major north-south route, N1, becomes M1 when it reaches the metropolitan area, while N1 becomes part of an urban highway (the Eastern and Western Bypass) ringing the city. Also leading north out of the city, R28 joins N1 leading to Pretoria and beyond. Several highways radiate outward from Johannesburg to the east, south, and west,

including N12 and N17 (east), N3, R26, N1 and R29 (both leading to Soweto from the south), and N14 to the west.



7.4. N12 National Road

The N12 National Road runs from George in the Western Cape, Kimberley in the Northern Cape, Soweto in Gauteng and ends at eMalahleni in Mpumalanga (Wikipedia). In the Gauteng Province, it passes Carltonville in Merafong City Local Municipality, Westonaria in the Rand West Local Municipality, cutting through the R28 access route. The Moroka Bypass along the N12 gives access to Lenasia in the City of Johannesburg Metropolitan Municipality and becomes a highway at the R558 junction. The Road runs through the southern suburbs of Johannesburg and forms part of the Southern part of the Johannesburg Ring Road. It continues east towards Benoni in the City of Ekurhuleni Metropolitan Municipality towards Mpumalanga Province.

8. STUDY AREA

The study area is divided into three sections:

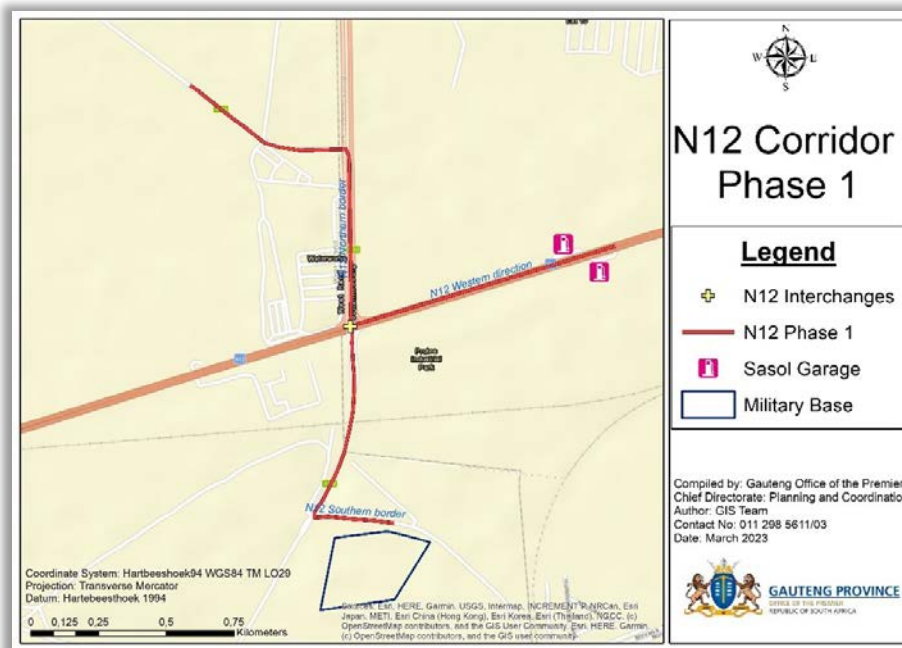
8.1. Section 1

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

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

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

Important: The proposed Syferfontein Human Settlement is included within the study area (even if it falls outside these borders)

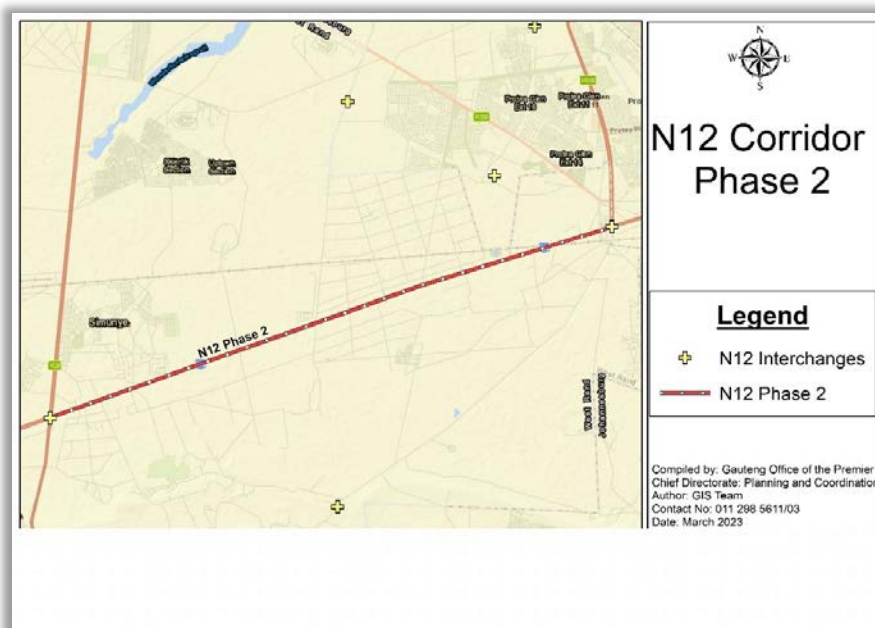


8.2. Section 2

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

Northern Border: R559 (Randfontein) provides the first border and then hands over at the start of Protea Glen Extension 35. From then on, the various Protea Glen extensions provide the border for the study area (e.g., Protea Glen Extension 28 etc). When Protea Glen township ends altogether, the border can be regarded as 3 km from the edge of N12 East. There are sites that have been identified for the West Rand SEZ towards the R41 interchange (Leratong Village).

Southern Border: 2 km from the edge of N12 West



8.3. Section 3

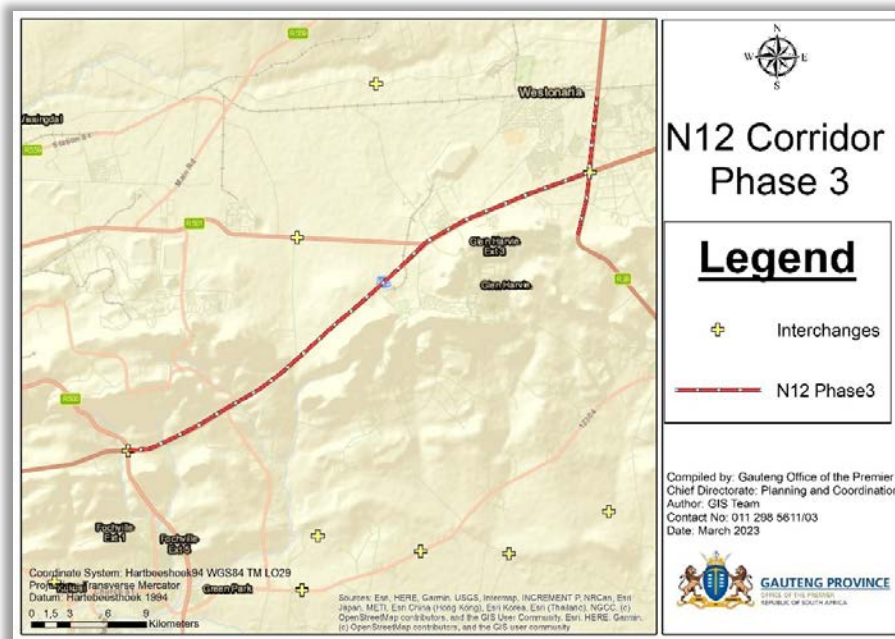
Length: From the N12/R28 intersection, the study area proceeds in the western direction, passes Sibanye-Stillwater mining operations, and ends 22km at the N12/R500 intersection.

Northern Border: From the edge of the N12 East to the edge of the R501, from the N12/R501 intersection to the R500/R501 intersection. The rest of the northern border can be regarded as 3km from the edge of the N12 East.

Southern Border: 2.5 km from the edge of N12 West

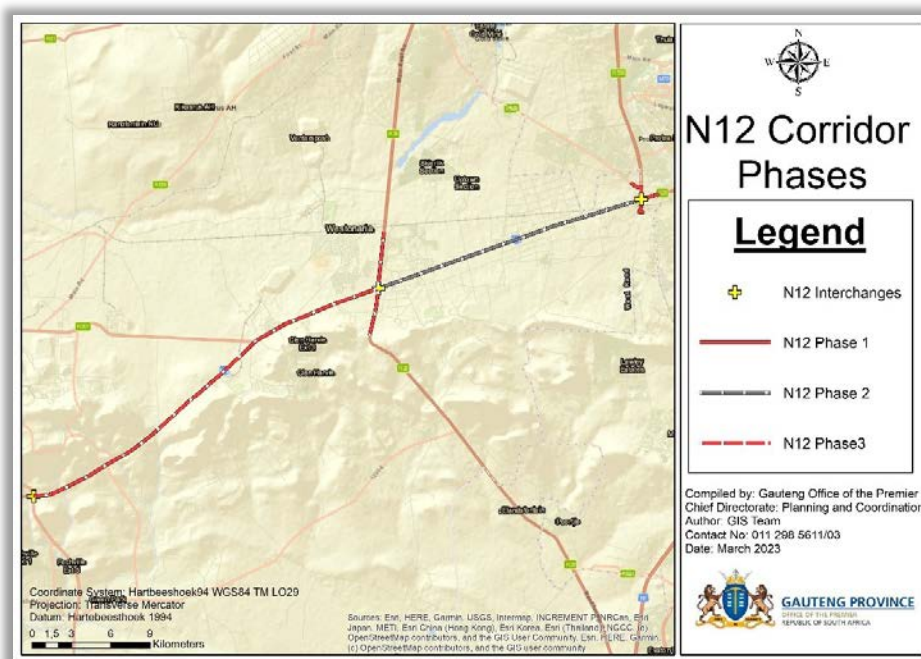
Important: All proposed Sibanye-Stillwater sites that are earmarked for Bokamoso Ba Rona, and Busmark Manufacturing and the Merafong Biopark sites are included within the scope of the study area (even if it falls outside these borders).

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



8.4. Total length

The total length under consideration along the N12 National Road between R558 and R500 is approximately 37 km. Both sides of the corridor (west and east) & both administrations (CoJMM and WRDM) are included under the study area and fall within the scope of work for this Master Plan.



8.5. Other large-scale developments and land parcels

Other large-scale developments have been identified that may have important linkages to the study area. These land parcels may be included in this project as their linkage to the study area becomes more apparent through engagements with identified stakeholders.

8.6. Limitations to developable land

It is important to note that approximately 183,000 hectares of the of the total 406,640 hectares encompassing the entire WRDM, is located on dolomite land where dolomite is located at or near the surface [less than 100 m]. Dolomitic areas are prone to sinkhole development and karst landscapes, and the West Rand is pitted with sinkholes and dolines.

9. PROPOSED DEVELOPMENTS

The Gauteng Province is seeking to catalyse the creation of new industries, new economic areas and new cities in the study area. The focus of these joint initiatives (with the private sector and other spheres of government) will be tourism, agriculture, and agro-processing and renewable energy projects. This includes diversifying the West Rand economy away from reliance on mining to include bus manufacturing, agri-

business and agro-processing, renewable energy and responsible tourism ensuring environmental and economic sustainability and benefits for all.

The pipeline of concrete projects which includes the expansion of the Busmark Bus Manufacturing Plant, Agro-processing Mega Park & Logistics Hub, the West Rand Airport, and other private sector mega projects are to be developed in the Western Corridor. It is projected that the total value of these projects is R46 billion and bulk infrastructure of R10.7 billion is required to unlock these developments. The developments will create 362 000 construction jobs and 129 600 permanent jobs over the next 20 years. The list of the proposed developments on the corridor includes but is not limited to:

- **West Rand Mega Park:** This will include a solar farm, industrial park, food city (including fish market and fresh produce market), truck depot, container depot, Hotel and conference facility, training Centre.
- **Protea Glen Ext 23:** Develop and service 3109 stands which will be ready for bonded houses.
- **Masingita City:** Develop and shopping centre.
- **Busmark Development:** The company is looking to relocate its existing operations from Randfontein into the park with a focus on developing a Smart Factory and creating additional employment opportunities as well as opportunity to absorb reskilled mineworkers into the Smart Factory site and the ecosystem that is being developed around the West City Industrial Park.
- **Syferfontein:** Human settlement project.
- **Afribiz City:** Human settlement project with an estimated number of 15 000 units.
- **Bokamoso Ba Rona (Merafong Biopark):** Sibanye-Stillwater is donating land as part of West City Industrial Park. Component of the development include an Agro-Park, Bio-Energy Plant, Agro-processing Hub and a Market.
- **Freight and Logistics Hub:** Transnet is investigating a freight and logistics hub in the area (although this is a long-term horizon project).
- **West Rand Airport:** A single integrated airport within the WRDM. This proposed airport is seen as a potential economic catalyst considering the two airports facing closure in the West Rand, namely Syferfontein (Baragwaneth) and Carletonville. The airport could provide a wide range of activities and facilities for flight schools, lights and sport aircrafts, aviation related manufacturers, aviation agents and skydiving clubs.
- **Zuurbekom Wastater Treatment Works:** Due to new developments in the Westonaria Local Municipality, provision has to be made for a new wastewater treatment works to treat 40 Mℓ/d in 2015 and 60 Mℓ/d by the year 2020.

- **Syferfontein Bulk W&S Pipelines:** to construct a new 1.2m diameter bulk water supply line, water storage reservoirs as well as new bulk sewerage lines, pump stations to pump the sewer to the proposed Zuurbekom WWTW.
- **Lion Park/Lanseria Bulk W&S Pipelines:** to construct a new 1.2m diameter bulk water supply line, water storage reservoirs as well as new bulk sewerage lines, pump stations to pump the sewer to the proposed Zuurbekom WWTW.
- **Sibanye PV Solar Plant:** 132 Kilovolt (kV) overhead transmission lines for the proposed 200-Megawatt (MW) photovoltaic (PV) energy facility for Sibanye is situated close to Sibanye Gold's Driefontein and Kloof mining operations near Westonaria, Gauteng. 132 kV Powerline crosses over three roads, namely the R501 in its northern extent, the N12 in its central extent, and a small unnamed road to the Sibanye Gold training academy in its southern extent.
- **Merafong Solar Energy Initiative:** An 800MW solar farm in Merafong, to address loadshedding.
- **Merafong Bio Energy Initiative:** the development of an agri-industrial development in Merafong City – with the intent to create a new economic base in the face of declining mining activity.
- **Lindley Wastewater Treatment Works:** to construct a new 20 Ml/day Lindley WWTW that will service the North-eastern Region of Mogale City Local Municipality (MCLM), enabling the Municipality to deliver a high degree of service to the rapidly expanding population.
- **Westorania Regional Sanitation Scheme:** provide additional wastewater treatment capacity within West Rand due to anticipated number of developments in the area.
- **N14 Corridor Development:** Identified in the Mogale City SDF as an important linkage with high level development potential. It is the link between the Lanseria Airport in the City of Johannesburg to the north and the Krugersdorp CBD in the south.
- **West Rand Special Economic Zone:** The West Rand SEZ will be established and managed through the SEZ Act, 16 of 2014, SEZ 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:
 - promote industrial agglomeration,
 - build the required industrial infrastructure,
 - promote coordinated planning among key government agencies and the private sector, and

- guide the deployment of other necessary development tools.

As such the GGDA is investigating the establishment of an SEZ in the western corridor of the province and one of the critical focus points of this Infrastructure Master Plan must be the catalysation of the West Rand SEZ (through identification and sequencing of key infrastructure projects that will enable and activate the SEZ).

Areas of focus for the WRSEZ:

The specific land parcels that have been earmarked for the establishment of the Multi-site SEZ are located at non-contiguous sites of the West Rand District but in close proximity and key to the study area:

- Towards the western direction, the study area starts at Protea (Soweto) at the Sasol filling station on the N12 highway. It then proceeds for 1 km to the intersection of N12/R558 Krugersdorp/Syferfontein).
- From the N12/R558 intersection, it runs in the western direction for 15.1 km until the intersection of N12/R28 (Randfontein/Vereeniging) as well as the northern direction until the R41 interchange (Leratong Village).

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

The Proposed Infrastructure Master Plan needs to guide the development of the SEZ to ensure:

- Collaborative planning and development.
- Clear policy direction to government, stakeholders, and investors.
- Long-term sustainability through efficient use of resources.
- Identification and support of new technologies, delivery models, and financing alternatives (especially for bulk infrastructure projects).
- Strategic prioritization of critical infrastructure investments and developments
- Identifying key strategic infrastructure projects that will catalyze the SEZ
- Propose the sequencing of these infrastructure projects to ensure efficient and effective utilization of resources

- An effective Implementation Plan for identified projects
- Ensure infrastructure investment is supported through a sound Capital Investment Framework.

The West Rand SEZ is the process of investigating the viability of the sites that have been identified for the development. Approximately 3200 ha of land is currently under consideration for the SEZ.

The developments listed here may not be an exhaustive list. Other developments may need to be included based on what is decided by the Project Steering Committee.

10. SCOPE OF WORK

10.1. Project Objectives and outcomes

The project entails the development of an Infrastructure Master Plan along a section of the N12 National Road between the R558 and R500.

The Infrastructure Master Plan achieve the following:

- Investigate infrastructure sectoral plans and consumer demand projections for the next 20 years.
- identify all development plans that will impact the proposed corridor
- identify infrastructure requirements that will enable and catalyse the proposed developments and to support the designation of the West Rand SEZ.
- identify important linkages other national and local regions through the strategic road and rail networks.
- address the unique challenges and opportunities facing infrastructure development in line with accelerated economic, industrial, spatial, social, ecological transformation and transport integration in the region.

This infrastructure master plan should be drafted in a way that stitches the corridor into an integrated, coordinated, and cohesive whole. It should serve as an inter-governmental and inter-sectoral planning and implementation tool for infrastructure planning and delivery.

10.2. Identification of Primary Activities

One of the objectives of this Infrastructure Master Plan is to ensure that economic development is stimulated, and that the spatial location of activities and people have

a positive impact on the local, regional, and national economy. It is imperative that development on this corridor is conceptualized in a sustainable manner. Therefore, it is essential to consider land use, sectoral and other economic activity, settlement patterns, legislation, policies, and related initiatives that have an influence on the study area.

The following key issues related to land use planning will need to be addressed:

- Integrated infrastructure planning against the policy guidance given by the GBRSP.
- Settlement patterns (both formal and informal)
- Co-ordination between spheres of government
- Economic nodes or hubs Alternative modes of transport, especially given the importance of the railway line along the N12 – this presents significant potential for economic spin-off export opportunities
- The township economy (township infill residential & backyard real estate upgrades, taxi economy nodes, Installation, Repair & Maintenance (IRM) programme)
- The Master Plan should provide solutions to strategically direct infrastructure investment and management to:
- Create a roadmap for future economic and industrial infrastructure investment development that is consistent with National, Provincial and Municipal policies and legislation.
- Adapt policies, operations, facilities, and infrastructure to changing technology, infrastructure trends, regulations, natural and man-made disasters.
- Prepare a prioritized infrastructure investment and management plan that considers the following:
 - Status quo and deficit analysis.
 - Scenario planning and modelling future infrastructure needs
 - Sectoral infrastructure plans.
 - Prioritization of capital projects.
 - Costing of infrastructure requirements.

10.3. Sectorial Plans

The following infrastructure sectors must be investigated in the study area:

1. Water

A report and maps of:

- a) Areas with access to piped water supply

- b) Areas with no access to piped water
- c) Priority areas as per Municipal Spatial Development Frameworks (SDF) and Built Environment Performance Plans (BEPP) for Metropolitan Municipalities and projects as per municipal Integrated Development Plans (IDP) and Service Delivery Improvement Plans (SDIP) requiring upgrading and refurbishment of bulk infrastructure.
- d) Priority areas, projects (including sequencing of projects) requiring infrastructure to meet large-scale private investment demands as well as Human Settlement developments that are planned for under the Gauteng Provincial Government 'Mega Projects: Clusters and New Cities' policy of 2015 (considering mixed-use, typology, densities, integration).

An implementation plan with cost estimates and timelines based on:

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

2. Sanitation

A report and maps of:

- a) Areas with access to waterborne sanitation.
- b) Areas with no access to waterborne sanitation.
- c) Priority areas in each municipality requiring upgrading and refurbishment as per municipal spatial development frameworks (and built environment performance

plans for metropolitan municipalities) and projects (as per municipal Integrated Development Plans and Service Delivery Improvement Plans); and

- d) Priority areas in each municipality requiring infrastructure to meet large scale private investment demands, Municipal Human Settlement projects as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)

An implementation plan with cost estimates and timelines based on:

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

3. Electricity

A report and maps of:

- a) Areas with access to grid electricity
- b) Areas with no access to electricity
- c) Priority areas requiring upgrading and refurbishment; and
- d) Priority areas requiring infrastructure to meet large scale private investment demands as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)
- e) A report and maps of:
- f) Areas with access to grid electricity
- g) Areas with no access to electricity
- h) Priority areas requiring upgrading and refurbishment
- i) Priority areas requiring infrastructure to meet large scale private investment demands as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)

An implementation plan with cost estimates and timelines based on:

- j) Demand projections for the next 20 years

- k) Eradication of backlogs (areas identified with no access to grid electricity)
- l) Priority projects for large scale upgrades and refurbishment
- m) Priority bulk supply projects for new known private sector developments as well as the Gauteng Mega Human Settlement Projects
- n) Information contained in recently compiled electricity master plans may be used where such is available and reliable
- o) Identify potential funding sources.

4. Solid Waste

A report and maps of:

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

5. Transport

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

- a) Existing road network
- b) Existing rail network
- c) Existing air network
- d) Planned road network extension
- e) Planned rail network extensions
- f) Existing air network extensions
- g) Non-motorised transport facilities in the Corridor
- h) Status quo of freight movement in the Corridor
- i) Status quo of public transport (taxis, bus, train, routes, paved sidewalks, lay-bays)
- j) Public transport network should be clearly shown
- k) Recommendations and proposals on how to deal with expected public transport demand for the next 20 years

- l) Proposals on other extensions to the transport network that would be required to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects (considering mixed use, typology, densities, integration)
- m) Existing freight and logistics hubs
- n) Planned freight and logistics hubs and links to SIP 2
- o) Rail linkages

Implementation plan for the road network, public transport facilities and freight and logistics hubs – based on demand/volumes projection for the next 20 years);

- a) Identify potential funding sources
- b) Reference needs to be made to public transport and how it will feature and what requirements / infrastructure needs to be developed to support the Master Plan area.

6. Information And Communications Technology (ICT)

A report and maps of:

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

An implementation plan with cost estimates and timelines based on demand projections for the next 20 years

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

7. Economic Infrastructure

A report and maps of:

- a) Existing key economic infrastructure projects as drivers of job creation and sustainable economic growth
- b) Plans of proposed key economic infrastructure projects.

- c) Infrastructure needed to support the transition into the Fourth Industrial Revolution (4IR)
- d) Linkages to Industrial Parks

An implementation plan with cost estimates and timelines based on demand projections for the next 20 years

- a) Priority projects for large scale upgrades and refurbishment
- b) Information contained in recently compiled commercial master plans and frameworks may be used where such is available and reliable
- c) Identify potential funding sources.

8. Health

A report and maps (in consultation with the Gauteng Department of Health, Municipalities and Private Service Providers) of:

- a) Existing provincial and municipal health care facilities (district, regional, specialised, and central hospitals as well as community health centres and primary health care centres)
- b) Planned provincial and municipal health care facilities to be constructed and major infrastructure requirements for the implementation of the National Health Insurance scheme
- c) Proposals for additional health care facilities to meet the demands of new known private sector developments as well as the Gauteng Mega Human Settlement Projects
- d) Identify potential funding sources.

9. Education

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

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

10. Other social infrastructure

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

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

11. Agriculture

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

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

12. Environment and Heritage

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

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

13. Institutional Arrangements

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

The following should be considered:

- a) Existing policies and plans (National, provincial, and local government as well as State Owned Companies and private sector plans)
- b) All relevant spatial development policies, frameworks and plans developed in terms of the SPLUMA.
- c) Comparative city-region analysis as it relates to airport development nodes
- d) Other relevant long-term planning information
- e) The GCR IIMP, 25-ITMP, and Gauteng Provincial Environmental Management Framework.

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

- a) Develop and execute a comprehensive and extensive stakeholder engagement plan;
- b) Arrange, facilitate, and guide stakeholder engagements for various drafts of the Master Plan for inclusion in the final draft.
- c) Arranging meetings with relevant Provincial Departments and Municipalities, State Owned Companies, and the Private Sector;
- d) Advise the PRAS and participate in strategic engagements on the plan;
- e) Compiling a comprehensive annexure that includes an AS-IS Analysis on existing plans that are currently running in other local and provincial government departments, relating to development within the study area, and progress on their implementation.
- f) Mapping of general Land Ownership
- g) An Implementation Plan for the Infrastructure Master Plan for proposed developments along a section of the N12 National Road between the R558 and R500
 - a. Developing a detailed integrated infrastructure implementation plan with technical sectoral specifications for the implementation plan should ensure efficient and integrated utilization of resources as the developments in the proposed study area ramp up for the next 20 years
 - b. Implementation plan that will highlight the required catalytic infrastructure projects
 - c. Recommend the key actions required at Provincial and Municipal level to ensure seamless integration with existing plans
 - d. All proposed Projects must be costed and potential funding sources discussed

Notes

Relevant policies and guidelines that may have an impact on the proposed Infrastructure Master Plan should be identified. Specific maps in this regard need to be prepared. All existing servitudes legal and proclaimed access routes and planned new routes to be reflected with specific reference to be given to the PWV 16 that is envisaged to be constructed by the Gauteng Department of Roads and Transport.

10.4. Deliverables

The appointed Service Provider will be required to deliver the following to the Client

1. Drafts and final draft of the proposed Infrastructure Master Plan in electronic format, specifically in MS word and pdf. This must include an executive summary.
2. Implementation Plan for the proposed Infrastructure Master Plan in electronic format, specifically in MS word and pdf.

3. An attractive summary booklet of the Master Plan containing the necessary maps, graphics, catalytic projects etc. in electronic format, specifically in MS word.
4. 3D visual representation of primary nodes that clearly reflects innovative planning principles and sustainable solutions in the Corridor.
5. A0 hard copy integrated sectoral infrastructure Maps x 2.
6. Public participation report.
7. Other deliverables that will be required during the project execution include:
 - Develop power point presentations on the work done, in preparation for stakeholder and public engagements
 - Preparation of reports and presentations to EXCO and other decision-making structures, such as the Infrastructure Technical and Secretariat Sub-Committees and the Premier's Coordination Forum (PCF)
 - GIS Information (spatial information collected and derived should be submitted in GIS capable file format i.e. shapefiles, geo-database, layer file, data package, MXD files and must include metadata records captured in line with the South Africa National Standard (SANS -1878). Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003
 - All maps must also be available in Power point Presentation format as well as the corresponding Map Document (MXD) with all spatial information in shapefiles or a geodatabase ready to be accessed in ArcGIS.

Submissions of reports should be in the form of both hard and electronic versions. Ownership of documentation collected from this assignment vest in PRAS in the OOP. PRAS will become the custodian of documentation submitted. The service provider will be responsible for the layout design and editing of the publication. The project manager must sign off the final document before printing.

10.5. Delivery Schedule

Table 1: Durations for the achievement of milestones:

<u>MILESTONE</u>	<u>% TOTAL WORK COMPLETED</u>	<u>DURATION</u>
1. Completion of preliminary work plan and inception report	3%	1 month
2. Delivery and presentation of the framework for the proposed Infrastructure Master Plan	17%	1 months

<u>MILESTONE</u>	<u>% TOTAL WORK COMPLETED</u>	<u>DURATION</u>
3. Data gathering and analysis compiled, delivered, and presented in the first segment of the detailed Infrastructure Master Plan*	30%	2 months
4. Refinement of the draft Infrastructure Master Plan, incorporating all inputs and analysis. Compiling, delivering and presentation of the second segment of the detailed Infrastructure Master Plan	30%	2 months
5. Delivery and presentation of the finalised Infrastructure Master Plan.	20%	2 months

Five payments will be made according to this Delivery Schedule equal to the % total work completed.

11. TERMS AND CONDITIONS

The Service Provider will only be remunerated as per delivery schedule for work that has been approved by the Client. The quality of deliverables will be monitored by the Client.

12. REQUIRED EXPERTISE AND WORK PLAN

The appointed Service Provider will have the following responsibilities and carry out the following tasks:

- a) Inception and preliminary work:
- b) Prepare a preliminary work plan, which briefly outlines the work schedule and the timeframes in which the work is to be conducted
- c) Prepare a Quality Management Plan
- d) The proposed Infrastructure Master Plan, presentations, Implementation Plan, public participation report, executive summary and summary booklet
- e) Prepare and submit progress reports on a bi-weekly basis, updating PRAS on work progress
- f) Prepare and deliver PowerPoint presentations on the draft report as and when required which PRAS and other stakeholders will review and comment on in the process towards producing the final report
- g) Prepare and deliver the Draft Report, as and when required, which PRAS and other stakeholders will review and comment on in the process towards producing the final report

- h) Prepare and deliver presentations of the final report incorporating clear and implementable recommendations
- i) Prepare and deliver all GIS mapping material in Shapefile Format and data material in X Y Coordinates on an EXCEL spreadsheet.

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

12.1. Required Qualifications, Skills and Experience

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

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

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

Table 1: Required Qualifications, Skills and Experience

Role	Qualification	Skills/Experience	Professional Registration
Project Manager	At least a bachelor's degree equivalent qualification in Civil Engineering, Town/Urban or Regional Planning or in the Built Environment (BSc Engineering, BTech etc)	5 or more years in Infrastructure Planning	
	PRINCE 2/Project Management Professional (PMP)	Lead role in Infrastructure Planning projects where he or she was a Project Manager for 3 or more projects	Prince 2/PMP
Team Members:			

Role	Qualification	Skills/Experience	Professional Registration
Town Planner	BTech/BSc or in Town/Urban or Regional Planning	4 or more years of experience in Town Planning	Professional Planner (Registered Professional with SACPLAN)
Civil Engineer	BTech, BEng/ BSc in Civil Engineering	4 or more years in Built Environment Sector	Professional Engineer Registered with ECSA
Geographic Information Scientist	BA/BSc in Geographical Science	3 or more years of experience	Registered Professional with SAGC/PLATO
Transportation Economist	BCom in Transport Economics	4 or more years in the Transportation Sector	
Environmental Specialist	BA/ Bachelor's Degree / BSc / Honours/ Masters (Environment),	3 or more years working as an Environmental Specialist	Environmental Specialist (Registered EAP)
Infrastructure Planner	BEng/ BSc/ in Civil Engineering	5 or more years in Infrastructure Planning	Professional Engineer Registered with ECSA
Agricultural Economist	BSc/ BCom/ Bachelor's Degree)	5 or more years working in the Agricultural Field	
Transport Planner	BTech/ BEng/ BSc/ in Civil Engineering	5 or more years in Transportation Planning	
Stakeholder Engagement Specialist	Certificate in Stakeholder Engagement	2 or more years working on Stakeholder Engagement Field	
Freight and Logistics Management	(BTech/ BCom/ BSc in Transport Management),	3 or more years in Freight and Logistics	

Note: Bidders must submit CV's, copies of qualifications and proof of registration with relevant professional bodies.

12.2. Competencies and Skills

Bidding Service Providers should have the following competencies:

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

Bidding Service Providers should have the following additional skills:

- a) Exceptional writing skills
- b) Advanced research skills
- c) Analysis and consolidation of research
- d) Content management
- e) Development of professional presentations
- f) Strategy development
- g) Analysis and consolidation of existing policies, plans, proposals, and strategies
- h) Editing and proof-reading skills
- i) Consolidating and synthesizing information
- j) Attention to detail
- k) Ability to draft research briefs
- l) Ability to interpret government policies and strategies
- m) Ability to align strategy documents to existing policies
- n) Basic understanding of public administration, understanding of short, medium and long-term planning frameworks

13. THE CONTENT OF THE PROPOSAL

The proposals must be submitted as follows:

Section 1: Covering letter (including contact details of the Service Provider and Lead Consultant)

Section 2: Interpretations of the Brief and Scope of work

Section 3: Detailed project execution plan linked to the specified deliverables set out on required services of terms of reference.

Section 4: Project team and professional role/task and abridged curriculum vitae of each project team member. This should include qualifications, skills, and experience as well as references of each member of the team.

Section 5: Summary of the company profile, including ownership and management structure, company experience and expertise in the related field and any other work relevant to this assignment, including the company mentorship to other emerging companies.

Section 6: Detailed approach and methodology setting out in detail how the Service Provider will satisfy the objectives and deliverables outlined above while ensuring skills transfer.

Section 7: The detailed project execution must also specify hours of work and an hourly rate for each task

Section 8: Portfolio of previous work done with colour images

14. REPORTING PROCEDURES

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

Five payments will be made according to the Delivery Schedule noted above in Section 11 (at 3%, 27%, 30%, 30% and 10%). All invoices must detail work completed and be accompanied by evidence. No upfront payments will be made. Should the Service Provider not meet the outlined requirements, the OoP reserves the right to find a replacement.

15. INTELLECTUAL PROPERTY

All materials produced during the drafting of the Infrastructure Master Plan belong to OOP. No data can be reproduced without prior permission from OOP.

16. SUMMARY PRICING

- Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- All pricing must be quoted in South African Rand (ZAR) including VAT.
- The pricing must remain valid for 30 days from the closing date of the proposals.
- Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in the proposal document, and any variance will render the contract null and void.

17. INVOICING

An executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Bidders are requested to register on the GPG Electronic e-Invoicing to avoid delays in future payments.

18. EVALUATION METHODOLOGY

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

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

- **Stage 1A:** Administration Compliance Evaluation Criteria
- **Stage 1B:** Functionality/Desktop/Technical Evaluation Criteria
- **Stage 2:** Price and Preference Points

Stage 1: Administration Compliance Evaluation Criteria

- During this stage bid documents will be reviewed to determine the compliance with SCM returnable, tax matters and whether Central Supplier Database (CSD) report has been submitted with this bid documents at the closing date and time of the bid.
- The bid proposal will be screened for compliance with administrative requirements as indicated below:

Table 2: Mandatory Documents for Administrative Evaluation Compliance

Item No	Administrative Requirements	Check/Compliance	Yes ✓
1	SBD 1 submission of a proposal	Fully Completed and signed	
2	SBD 3.1 Pricing Schedule – FIRM PRICES	Fully Completed and signed	
3	POPI Act Declaration Letter/Form Completed and signed	Fully Completed and signed	
4	SBD 4 – Declaration of interest	Fully Completed and signed	
5	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific Goals	
6	JV or a consortium agreement	Service provider who wishes to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service provider must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.	
7	Company Profile/Brochure	Provided the company profile/brochure/catalogue	

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

Other required documents

Table 3: Other required documents

Item no	Documents that must be submitted	Failure to submit the below listed documents will not lead to the bidder being disqualified.
1	Consolidated BBEE Certificates.	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated BBEE status level verification certificate. Note: Failure to submit a valid and original consolidated B-BBEE Certificate for the JV or a copy thereof at the closing date of this bid, will result in a

Item no	Documents that must be submitted	Failure to submit the below listed documents will not lead to the bidder being disqualified.
		score of zero being allocated for Specific Goals Points.
2	Company Registration Documents	Certificates obtainable from the Companies and Intellectual Property Commission (CIPC);
3	Personal Identification Number (PIN) obtainable from SARS	This information will be used to verify the tax compliance status of the service provider.
4	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
5	BBBEE Certificate issued by a South African National Accredited System Verification Agency/ Valid sworn affidavit	Companies that are not EMEs or QSEs. Generic QSEs that are not at least 100% or 51% Black-owned. A Sworn Affidavit must be in original format, signed date-stamped by the commissioner of oath, signed by the deponent. The date of the deponent and of the commissioner of oath must be the same.
6	Copies of the Identification document	Copies of the Identification Document to confirm the age and gender of the bidder
7	Municipality rates and taxes statement/ Telephone bill or lease agreement or letter from Ward Councillor confirming the business address.	The statement or Bill/ Letter must not be older than six months. The letter must be dated, stamped, and signed by Ward Councillor
8	Medical report	Copy of a Medical Certificate that is stamped and signed by a medical practitioner to confirm the disability of the bidder.

Failure to submit the above-stated documents will not lead to disqualification, however, the bidder will forfeit points.

- The minimum qualifying score for functionality evaluation is 70 points out of 100.
- Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points.
- Bidders are requested to include with the Tender Documents all the information requested below:

Functionality/Desktop/Technical/ Evaluation Criteria

The tenderer's experience must clearly indicate the capacity and ability to complete the scope of work within the stated timeframes.

Functionality evaluation will be based on the following criteria:

Table 4: Functionality Evaluation Criteria

Criteria	Description	Points Allocated Per Criterion	Total Points Allocated
1. Skills and experience	Project Manager		24
	<ul style="list-style-type: none"> At least a Degree (NQF level 7) equivalent qualification in Civil Engineering, Town/Urban or Regional Planning or in the Built Environment (any relevant higher qualifications will get maximum points) <ul style="list-style-type: none"> No Qualifications provided 	4	
	<ul style="list-style-type: none"> Professional project management certification (Project Management Professional (PMP)/ PRINCE 2) <ul style="list-style-type: none"> No Professional project management certification provided 	0	
		3	
		0	
The number of projects that the Project Manager has managed			
Submission of relevant qualifications will indicate that the tenderer is suitably equipped with the skills and capacity necessary to complete the scope of work required.	<ul style="list-style-type: none"> Lead role in infrastructure planning projects where he or she was a Project Manager for 3 or more projects 	3	
	<ul style="list-style-type: none"> Lead role in infrastructure planning projects where he or she was a Project Manager for 2 projects 	2	
	<ul style="list-style-type: none"> Lead role in infrastructure planning projects where he or she was a Project Manager for 1 project 	1	

Bidders must submit CV's, Copies of Qualifications and proof of registration with relevant professional bodies.	<ul style="list-style-type: none"> Project Manager has no experience in managing infrastructure planning projects 	0	
	Project Manager's experience in Infrastructure Planning		
	<ul style="list-style-type: none"> 5 or more years of experience in infrastructure planning 	5	
	<ul style="list-style-type: none"> 3 years but less than 5 years experience in infrastructure planning 	3	
	<ul style="list-style-type: none"> 2 years but less than 3 years experience in infrastructure planning 	2	
	<ul style="list-style-type: none"> 1 year but less than 2years' experience in infrastructure planning 	1	
	<ul style="list-style-type: none"> Less than 1 year of experience in infrastructure planning 	0	
2. Qualifications and Experience	Required qualifications, Experience and Professional bodies registration certificate for project team members:		28
NOTE: A maximum of 1 point is earned for each qualification. NOTE: If an individual possesses more than one of the stated qualifications, then maximum points in each qualification will be awarded. Bidders must submit Copies of Qualifications and proof of registration with relevant professional bodies. Failure to submit copies of qualifications will result in no points being awarded	<ul style="list-style-type: none"> Town/Urban or Regional Planning Professional (BTech/ BSc or Masters in Town/Urban or Regional Planning 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Civil Engineer (BEng/ BSc), 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Geographic Information Scientist (BA/BSc) 	1	
	<ul style="list-style-type: none"> No qualification Provided 	0	
	<ul style="list-style-type: none"> Transportation Economist (BCom in Transportation Economics), 	1	

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

Experience of team members			
Bidders must submit CV's of all team members proposed for the project	• Town Planner- 4 years and more experience in Town Planning	1	
	○ Less than 4 years of experience in Town Planning	0	
	• Civil Engineer- 4 years and more of experience in Civil Engineering	1	
	○ Less than 4 years of experience in Civil Engineering	0	
	• Geographic Information Scientist- 3 years and more of experience in Geographical Information	1	
	○ Less than 3 years of experience in GIS	0	
	• Transport Economics- 4 years and more of experience in Transport Management and Economics	1	
	○ Less than 4 years of experience in Transport Management and Economics	0	
	• Environmental Specialist- 3 years and more of experience in Environmental Sciences	1	
	○ Less than 3 years of experience in Environmental Sciences	0	
	• Infrastructure Planner- 5 years and more of experience in Infrastructure Planning	1	
	○ Less than 5 years of experience in Infrastructure Planning	0	
	• Agricultural Scientist- 5 years and more of experience in Agricultural Sciences	1	
	○ Less than 5 years' experience in Agricultural Sciences	0	
	• Transport Planner-5 years and more experience in Transport Planning	1	
	○ Less than 5 years' experience in Transport Planning	0	
	• Stakeholder engagement-2 years and more experience in stakeholder engagement	1	
	○ Less than 2 years of experience on stakeholder engagement.	0	

	<ul style="list-style-type: none"> Freight and Logistics-3 years and more experience in Freight and Logistics Management 	1	
	<ul style="list-style-type: none"> Less than 3 years of experience in Freight and Logistics Management 	0	
	<ul style="list-style-type: none"> Traffic Engineer -5 years and more experience in Traffic Engineering 	1	
	<ul style="list-style-type: none"> Less than 5 years of experience in Traffic Engineering 	0	
NOTE: If one individual possesses more than one of the specified professional registrations, then maximum points in each category will be awarded.	The maximum points that can be obtained for the professional registration of individuals working on the project:		
	<ul style="list-style-type: none"> Professional Engineer or Engineering Technologist(Registered Professional with ECSA (Engineering Council of South Africa)) 	2	
	<ul style="list-style-type: none"> Professional Planner (Registered Professional with SACPLAN) 	2	
	<ul style="list-style-type: none"> GIS (Registered Professional with SAGC/PLATO) 	1	
	<ul style="list-style-type: none"> Environmental Specialist (Registered EAP) 	1	
	<ul style="list-style-type: none"> No professional registration is provided 	0	
3. Project Management Plan			18
Planning time management	<ul style="list-style-type: none"> Define activities that will need to be taken to complete the Master Plan 	1	
	<ul style="list-style-type: none"> Activities must be sequenced in chronological order 	1	
	<ul style="list-style-type: none"> Duration of activities are clearly labelled including start and finish dates for each activity 	1	
	<ul style="list-style-type: none"> Develop a Gantt Chart using the above-defined activities and their durations where the critical path is clearly indicated 	2	
	<ul style="list-style-type: none"> Briefly describe techniques to be used to get the project back on schedule in case of activity delays 	3	

	<ul style="list-style-type: none"> No information regarding time management was provided in the proposal 	0	
Planning Quality Management	<p>If a company is ISO 9000 certified, then maximum points will be earned under 'Planning Quality Management.'</p> <p>For companies that are not ISO 9000 certified:</p> <ul style="list-style-type: none"> Develop a project-specific Quality Management Plan. Indicate processes and techniques that will be used to ensure quality 		
	<ul style="list-style-type: none"> Develop a quality checklist that can be used to verify the correctness of information inputs 	2	
	<ul style="list-style-type: none"> No information provided 	0	
(Bidders who submit the ISO 9000 certificate gets the full 4 points and those without the certificate will be scored for the development of a Quality Management Plan and quality checklist as indicated)			
Planning Stakeholder engagement	Identify project stakeholders		
	<ul style="list-style-type: none"> Develop a stakeholder engagement plan for the project 	1	
	<ul style="list-style-type: none"> No information was provided 	0	
Planning communication management	Communication Plan		
	<ul style="list-style-type: none"> Indicate how project progress will be communicated and intervals 	1	
	<ul style="list-style-type: none"> Develop a communication plan for this project 	2	
	<ul style="list-style-type: none"> No information was provided 	0	
Planning risk management	Develop a risk register which is aligned to the project with clearly defined risks		
	<ul style="list-style-type: none"> Indicate a mitigation plan for each risk identified 	1	
	<ul style="list-style-type: none"> Assign risk owner to each risk 	1	

	<ul style="list-style-type: none"> No information was provided 	0	
4. Track Record & Experience	The performance of the tenderer will be evaluated upon demonstrated experience in infrastructure planning		30
N.B The reference letters for the public sector must include timelines where projects were delivered on time and within the allocated budget	<ul style="list-style-type: none"> Company profile with more than 5 years of experience in Infrastructure Planning 	4	
	<ul style="list-style-type: none"> Company profile with 3 years but less than 5 years of experience in Infrastructure Planning 	3	
	<ul style="list-style-type: none"> Company profile with 2 years but less than 3 years of experience in Infrastructure Planning 	2	
	<ul style="list-style-type: none"> Company profile with 1 year but less than 2 years of experience in Infrastructure Planning 	2	
	<ul style="list-style-type: none"> Company profile with less than 1 year or no experience in infrastructure planning 	0	
	<ul style="list-style-type: none"> 3 or more reference letters on the company letterhead with contactable details where projects in Infrastructure Planning were completed 	5	
	<ul style="list-style-type: none"> 2 reference letters on the company letterhead with contactable details where projects in Infrastructure Planning were completed 	3	
	<ul style="list-style-type: none"> 1 reference letter on the company letterhead with contactable details where a project in Infrastructure Planning was completed 	2	
	<ul style="list-style-type: none"> No reference letters on the company letterhead where projects in Infrastructure Planning were completed 	0	
	<ul style="list-style-type: none"> 3 or more reference letters on the company letterhead from the public sector where Infrastructure Planning Projects were successfully completed 	5	

The Department reserves the right to verify the documents/ reference letters	<ul style="list-style-type: none"> • 2 reference letters on the company letterhead from the public sector where Infrastructure Planning Projects were successfully completed 	3	
	<ul style="list-style-type: none"> • 1 reference letter on the company letterhead from the public sector where an Infrastructure Planning Project was successfully completed 	2	
	<ul style="list-style-type: none"> • No reference letters on the company letterhead from the public sector where projects were successfully completed 	0	
Total Points: Functionality Evaluation Criteria 100		100	
Minimum Threshold: Functionality Evaluation Criteria 70		70	

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

Only bid proposals that meet the Functionality/Desktop/Technical Evaluation Criteria will be considered for evaluation on Price and Preference Points.

STAGE 2: PRICE AND PREFERENCE POINTS

The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. Bids will be adjudicated in terms of 80/20 preference point system in terms of which points are awarded to bidders based on:

Table 5: Price and Preference Points

AREA	POINTS
Price	80
Specific Goals	20

The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

- A maximum of 20 points may be awarded to a tenderer for the specific goal/s specified for the tender.
- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the PPPFA, the contract must be awarded to the tenderer scoring the highest points.

- A tenderer must submit applicable returnable documents as stipulated in the **table below** Request for Tender and/or Standard Bidding Document (SBD) 6.1 of the bid document in order to be awarded points.
- A tenderer failing to submit supporting documentation for the specified goal/s as per the below table shall **NOT** be disqualified, but-
 - shall only score points out of 80 (eighty) for price; and
 - shall score 0 (zero) points out of 20 (twenty) for specific goal/s.
- The points scored by a tenderer for specific goal must be added to the points scored for price.

Table 6: Applicable Required Returnable Documents to Claim Specific Goals Points

Specific Goal	Points	Evidence required
Women Ownership	10	Copy of identity document /copy of the B-BBEE certificate/ Valid sworn affidavit/ CIPC documents.
Youth Ownership	5	Copy of Identity document /copy of the B-BBEE certificate/ Valid sworn affidavit/ CIPC documents
PWDs Ownership	5	Copy of a Medical Certificate that is stamped and signed by a medical practitioner to confirm the disability of the bidder.

- Bidders must fully complete and sign SBD 6.1 to claim points, failure to submit completed and signed SBD 6.1 will lead to non-award of points.
- A tenderer failing to submit supporting documents for the specified goal/s as per the above Table will not be disqualified, but:
 - shall only score a point out of 80 (eighty) for price; and
 - shall score 0 (zero) points out of 20 (twenty) for specific goal/s.
- The points scored by a tenderer for a specific goal will be added to the points scored for price.

points for race-black, Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allocated for the goal.

19. SUBMISSION OF PROPOSALS

The service providers are advised to submit one original proposal, one softcopy in a USB, and must be in a sealed envelope marked “Appointment of Service Provider for the development of the proposed Infrastructure Master Plan over a period of 8 months.

All bids/tenders must be deposited in the Tender Box at the following address: Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.

Bids/tenders must be deposited in the Tender Box on or before the closing date and time. Bid submitted after the closing date and time will not be accepted.

Bids/tenders submitted by email and/or facsimile will not be accepted.

20. NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (online, Microsoft Teams) for this tender will be held on the 12 January 2024 from 10h00 to 11h30. Click on below Microsoft Link to attend briefing session:: [Click here to join the meeting](#)

21. CONTACT DETAILS

Enquiries related to the tender/ bidding process and technical requirements should be directed to: Ms Roshini Amrani, **Email address:**

Roshini.amrani@gauteng.gov.za, **Cell no.:** 082 815 8773

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

The Programme Manager: Mr Timothy Nast, Chief Director: Infrastructure Co-ordination, Gauteng Planning Division, Office of the Premier: **Cell no: 083 237 2712**

Email address: timothy.nast@gauteng.gov.za and the Project Manager: Ms Lebang Gabashane, Deputy Director: Infrastructure Co-ordination, Gauteng Planning Division, Office of the Premier: **Cell no: 072 793 1827 ;**

E-mail: lebang.gabashane@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)