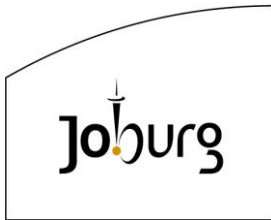


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

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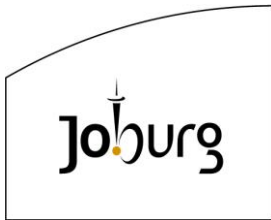
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

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| | | |
|-----|--|--|
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|-----|--|--|



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

MBD 1

PART A

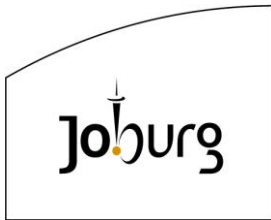
INVITATION TO BID

| | | | | | |
|--|---|---------------|-------------|---------------|---------|
| YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG | | | | | |
| BID NUMBER: | COJ/DED003/22-23 | CLOSING DATE: | 23 MAY 2023 | CLOSING TIME: | 10:30AM |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

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

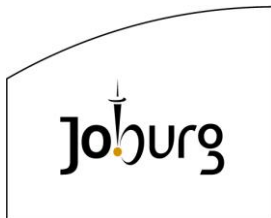
GROUND FLOOR, METROPOLITAN CENTRE
158 CIVIC BOULEVARD
BRAAMFONTEIN, JOHANNESBURG.

| | | | | |
|---|------|--|--------|--|
| <u>COMPULSORY / SITE VISIE / NON-COMPULSOTY BRIEFING SESSION</u> | | | | |
| N/A | | | | |
| 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 | | | | |



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

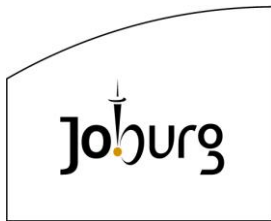
| | | | | | | |
|---|--|--|--|--|---------|--|
| TAX COMPLIANCE STATUS | | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED] | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | | | TOTAL BID PRICE | | R |
| SIGNATURE OF BIDDER | | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | | |
| BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO: | | | | | | |
| DEPARTMENT | | ECONOMIC DEVELOPMENT | | CONTACT PERSON | | NOMPUMELELO THWALA |
| EMAIL ADDRESS | | NompumeleloTh@joburg.org.za | | | | |



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| BUSINESS STRUCTURE | |
|--|--|
| Individual | |
| Joint Venture | |
| Company | |
| Consortium | |
| Sub – Contractor | |
| Other | |
| If individual | |
| Name of Bidder | |
| Contact Person | |
| Registration number | |
| Vat number | |
| CIDB number | |
| CSD registration number | |
| Business Address [not postal address] | |
| Telephone | |

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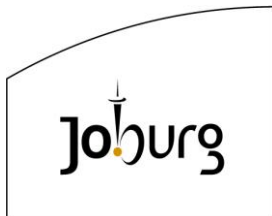


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | |
|---------------------------------------|--|
| E-mail address | |
| COMPANY | |
| Name of Bidder | |
| Contact Person | |
| Registration number | |
| Vat number | |
| CIDB number | |
| CSD registration number | |
| Business address [not postal address] | |
| Telephone | |
| E-mail address | |
| If Joint Venture | |
| Name of Bidder | |
| Contact Person | |
| Registration number | |
| Vat number | |

| |
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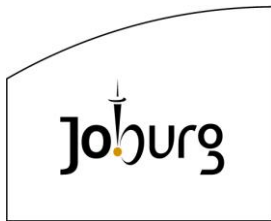


BIDNO: COJ/DED003/22-23

APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | |
|--|--|
| CIDB number | |
| CSD registration number | |
| Business address [not postal address] | |
| Telephone | |
| E-mail address | |
| If consortium | |
| Name of Bidder | |
| Contact Person | |
| Registration number | |
| Vat number | |
| Business address [not postal address] | |
| Telephone | |
| E-mail address | |

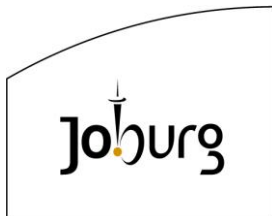
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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| If subcontracting | |
|--|--|
| Name of Sub-contractor | |
| Contact Person | |
| Registration number | |
| Vat number | |
| CIDB registration | |
| CSD registration number | |
| Business address [not postal address] | |
| Telephone | |
| E-mail address | |
| If other | |
| Name of Bidder | |
| Contact Person | |
| Registration number | |
| Vat number | |
| CIDB number | |

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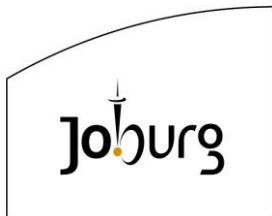
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | |
|--|--|
| CSD registration number | |
| Business address [not postal address] | |
| Telephone | |
| E-mail address | |

| MUNICIPAL DETAILS | |
|---------------------------------|--|
| SUPPLIER NUMBER [if applicable] | |

| |
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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

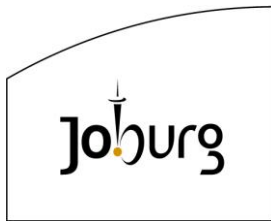
JOINT VENTURE CERTIFICATE

We, the undersigned member firms in the Joint Venture _____ [Name of the Joint Venture], hereby authorize Mr./Ms. _____ to sign this bid document as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the Joint Venture.

| NAME OF THE MEMBER FIRM(S) | REPRESENTATIVE OF THE FIRM | DESIGNATION OF THE REPRESENTATIVE OF THE FIRM | SIGNATURE |
|----------------------------|----------------------------|---|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

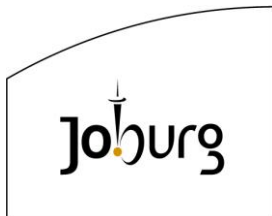
CONSORTIUM CERTIFICATE

We, the undersigned consortium partners, hereby authorize _____
[Name of entity] to act as lead consortium partner and further authorize
Mr./Ms. _____ to sign this offer as well as any contract resulting
from bid number _____ and any other documents and correspondence in
connection with this bid and / or contract for and on behalf of the consortium.

| CONSORTIUM PARTNER | FULL NAME OF CONSORTIUM MEMBER | PARTICIPATION % | SIGNATURE |
|-----------------------|-----------------------------------|--------------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NOTE: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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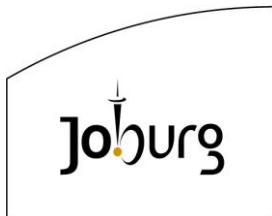
SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertake to subcontract _____% of the total bidding value to the below subcontractor/s.

| NAME OF SUBCONTRACTOR | CONTACT MEMBER OF THE SUB CONTRACTOR | % TO BE SUBCONTRACTED | SIGNATURE |
|----------------------------------|---|----------------------------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |

NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

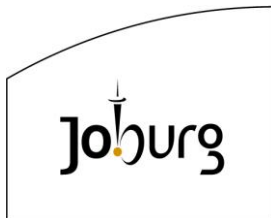
PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as _____ hereby authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the abovementioned partnership.

| NAME OF PARTNER | IDENTITY NO. | OWNERSHIP % | SIGNATURE |
|------------------------|---------------------|--------------------|------------------|
| | | | |
| | | | |
| | | | |

NOTE: A copy of the Partnership Agreement indicating the allocation of responsibilities of each partner to the Partnership and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

Initial



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

MBD 1 – PART B

1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this bid. **THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.**

- 1.1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2. The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "**N/A**".
- 1.3. Bid documents must be sealed when submitted. The submission must be delivered at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than in the manner described in this paragraph.
- 1.4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be certified and commissioned as the true copy of the original in terms of the relevant laws.
- 1.5. Documents requested [including those under "returnable documents" under specifications / terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.
- 1.6. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

- 1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**
- 1.9. The bid may be rejected in the event that the bidder:
- 1.9.1. fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/its bid may be rejected due to non-compliance or being invalid;
 - 1.9.2. is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated; or
 - 1.9.3. any of its director/s or those of the subcontractor/s or partner/s:
 - 1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;
 - 1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity or organ of the state after written notice was given to perform satisfactorily;
 - 1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;
 - 1.9.3.4. has been listed in the register of tender defaulters; or
 - 1.9.3.5. if any of the bidder's principals are in the service of the state.
- 1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.

- 1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk.**
- 1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.
- 1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.
- 1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.
- 1.15. The bid award shall be published in the municipal websites.
- 1.16. **BID SUBMISSION:**
 - 1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
 - 1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
 - 1.16.3. The successful bidder will be required to sign a written service level agreement.
- 1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may reasonably be deemed necessary to enable the City's verification and assessment, including the following:

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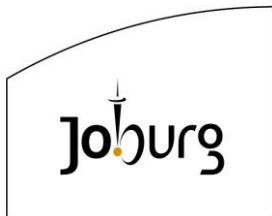
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

1. Commercial risk ratings;
 2. Whether the bidder honours commitments with suppliers and/or customers;
 3. Trade references;
 4. Company statutory information;
 5. Bidder's current address;
 6. Tax information;
 7. Bidder certification by international or local standard setting bodies and/or verification agencies;
 8. Shareholding (shares and/or financial instruments held in and/or by the bidder);
 9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract;
 10. Annual Financial Statements, or information included therein;
 11. Property interests of the bidder and principals;
 12. Judgements, and default listings of the bidder and principals, as well as debt review of principals;
 13. Business rescue, liquidation of bidder and sequestration of principals;
 14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.
- 1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.

1.19. Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")

- 1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of

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BIDNO: COJ/DED003/22-23

APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

assessing the bidder's submission in relation to the bid. The City may also share the bidder's personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City's authorized verification agent/s and service provider/s will access the personal information.

- 1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder's personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes

☐

No

☐

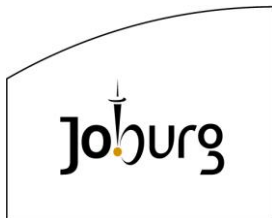
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

2 CONDITIONS OF BID

- 2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.
- 2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.
- 2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.
- 2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.
- 2.5. The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated.
- 2.6. Negotiations will only be conducted with selected bidder/s where necessary.
- 2.7. An award may be made to more than one bidder.
- 2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.9. The specifications are the copyright of the municipality.
- 2.10. The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.11. Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next acceptable bidder.
- 2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.
- 2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

2.14. Remedies

- (1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —
 - (a) inform the tenderer accordingly; and
 - (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—
 - (a) disqualify the tenderer or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the tenderer.

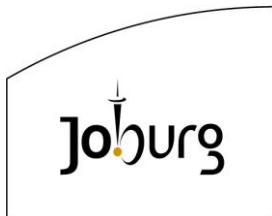
2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]

- 3.1. Bidders must ensure compliance with their tax obligations.
- 3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.
- 3.3. Application for the tax compliance certificate (TCC) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 3.4. Foreign suppliers must complete the pre-award questionnaire in 3.7 below.
- 3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.

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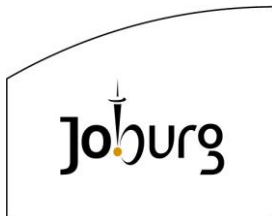


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

- 3.6. Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3.7. **If the answer is “no” to all of the below, then it is not a requirement to register for a tax compliance status system pin code from SARS and if not register as per 3.3 above.**

| Question | Yes | No |
|---|-----|----|
| Is the entity a resident of the republic of South Africa (RSA)? | | |
| Does the entity have a branch in the RSA? | | |
| Does the entity have a permanent establishment in the RSA? | | |
| Does the entity have any source of income in the RSA? | | |
| Is the entity liable in the RSA for any form of taxation? | | |

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4. TAX MATTERS

It is a condition of the bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations as at the date of award. The annexure must be read in conjunction with the important notice.

- 4.1. The bidder must submit the tax compliance status PIN / CSD in order to enable the verification of the tax status of the bidder.
- 4.2. The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3. The tax affairs of the bidder, as at the date of award, must be tax compliant.
- 4.4. Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia / Joint Ventures / Sub-contractor.

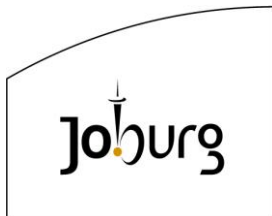
Signature

Date

Capacity

Name of Bidder

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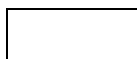
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.
- d) Wherever the following words appear, they will have interchangeable meaning: "purchaser" refers to the "municipality" and "supplier" refers to the "bidder".

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 anything of value to influence the action of a public official in the procurement process or in contract execution.



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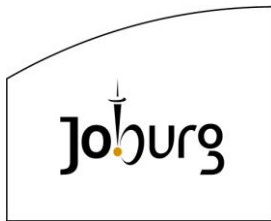
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are 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 markets 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.

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- 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.

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2. Application

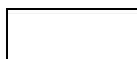
- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where 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

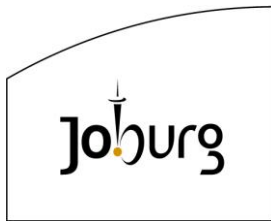
- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are, in addition to the purchaser's website and/or newspapers, are 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.



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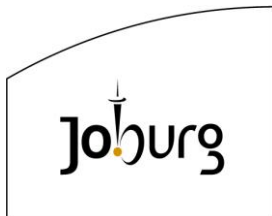
5. Use of contract documents and information; inspection

- 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.

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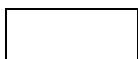
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7. Performance security

- 7.1. Within 30 (thirty) days of receipt of the notification of contract award, 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 30 (thirty) 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 analysis

- 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 purchaser or an organization acting on behalf of the purchaser.



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- 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.

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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.

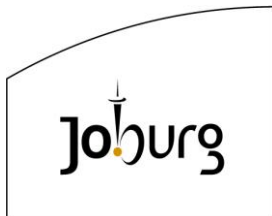
10. Delivery and documents

- 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.

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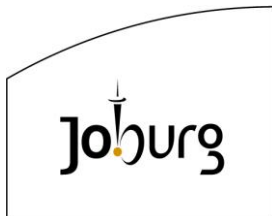
12. Transportation

- 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 supplier 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.

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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.

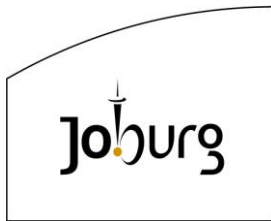
15. Warranty

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.

15.2. 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.

15.3. This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) months after the date of

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shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. 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.
- 15.6. 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.

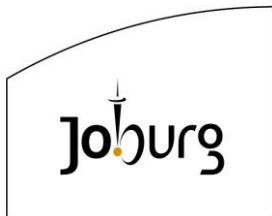
16. Payment

- 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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) 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.

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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 contract 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).
- 21.3. 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.

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- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

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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; 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 (ten) 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) 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-

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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 5 (five) 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 5 (five) years and not more than 10 (ten) 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 antidumping 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.

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24.2. 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 a *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.

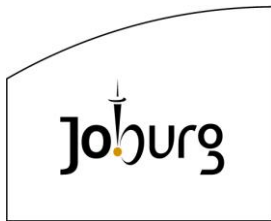
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27. Settlement of Disputes

- 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 30 (thirty) 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.
- 27.6. 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.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

28. Governing language

28.1. 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.

29. Applicable law

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

30. Notices

30.1. 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.

30.2. 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.

31. Taxes and duties

31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

31.3. No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

32. National Industrial Participation (NIP) Programme

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

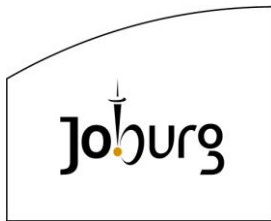
33. Prohibition of Restrictive practices

33.1. 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).

33.2. 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.

33.3. 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.

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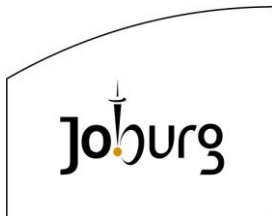


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

SECTION 1

| | |
|------------|---|
| 1.1 | CONDITIONS OF AWARD Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose: |
| 1.1.1 | Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS. |
| 1.1.2 | Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality. |
| 1.1.3 | Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations. |
| 1.1.4 | Name or that of its directors appear on the National Treasury's database of Restricted Suppliers. |

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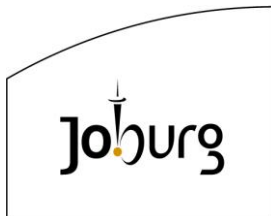


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

SECTION 2

TERMS OF REFERENCE
PLEASE REFER TO APPENDIX "A"
AT THE BACK OF THE DOCUMENT.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

FORM OF BID

NB. ERROR/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX IS ALLOWED. IN ADDITION, ERROR/S MADE AND RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR MADE AND ACKNOWLEDGING THAT IT IS THE DELEGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO COMPLETE FULLY THIS FORM OF BID OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NON-RESPONSIVE.

BIDDERS TO FILL IN THE FOLLOWING TABLE

| ITEM | DESCRIPTION | TOTAL AMOUNT |
|------|---|--------------|
| 1. | APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG | R |

Prices include Value Added Tax

Rate of Value Added Tax Ø _____ %

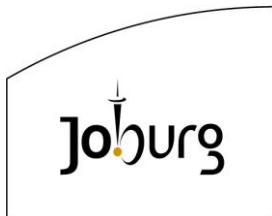
Ø To be inserted by the Proposer

Name of Proposer (in full): _____

PROPOSAL PRICE ADJUSTMENT

Is this a firm price proposal? _____

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **NO**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of bidder (in full) : _____

Company Registration Number : _____

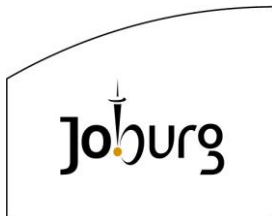
VAT Registration Number : _____

Business address : _____

Postal address : _____

Telephone number : _____

Initial



BIDNO: COJ/DED003/22-23

APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

E-mail address : _____

Name of person authorized to sign this Bid : _____

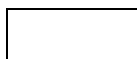
(BLOCK LETTERS)

Signature of person authorized to sign this Bid _____

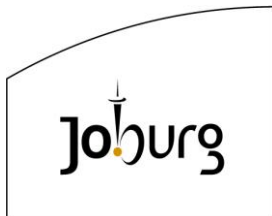
Date : _____ 2023

As witness : _____

NB: the resolution authorizing the above mentioned person to sign all relevant documents must be attached.



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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

SECTION 3

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER:BID NUMBER: COJ/DED003/22-23

CLOSING TIME: 10:30AM

CLOSING DATE: 23 MAY 2023

OFFER TO BE VALID FOR 12 (TWELEVE) MONTHS FROM THE CLOSING DATE OF BID.

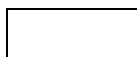
ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.

***(ALL APPLICABLE TAXES INCLUDED)*

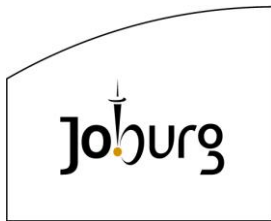
- Required by :

- At:

- Brand and Model



Initial



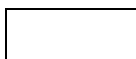
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

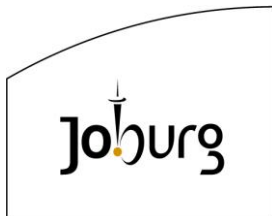
Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

*** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.*

**Delete if not applicable*



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BIDNO: COJ/DED003/22-23

APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

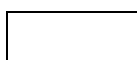
MBD 3.3

PRICING SCHEDULE (Professional Services)**NAME OF BIDDER:BID NUMBER: COJ/DED003/22-23****CLOSING TIME: 10:30AM****CLOSING DATE: 23 MAY 2023**

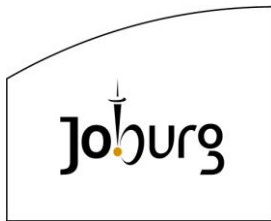
OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |



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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

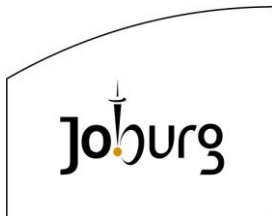
5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATEQUANTITY | AMOUNT |
|---------------------------------------|--------------|--------|
| ----- | | R..... |
| ----- | | R..... |
| ----- | | R..... |
| ----- | | R..... |

***"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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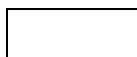


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

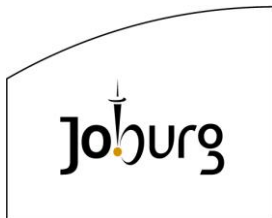
| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE/QUANTITY | AMOUNT |
|---------------------------------------|---------------|--------|
| ----- | | R..... |
| ----- | | R..... |
| ----- | | R..... |
| ----- | | R..... |

TOTAL:.....

6. Period required for commencement with project after acceptance of bid.....
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
.....*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index
.....



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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

MBD 4

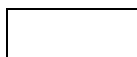
DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1. Full Name of bidder or his or her representative:
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, shareholder²):

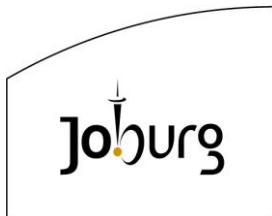
¹ **MSCM Regulations:** "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) ² a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

² **Shareholder** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over



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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

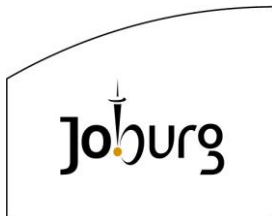
3.10.1 If yes, furnish particulars.....

3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

the company.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.....

3.13. Are any spouse, child or parent of the company's directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars.....

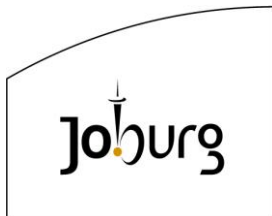
3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |

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BIDNO: COJ/DED003/22-23

APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | | |
|--|--|--|
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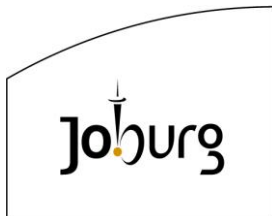
Signature

Date

Capacity

Name of Bidder

Initial



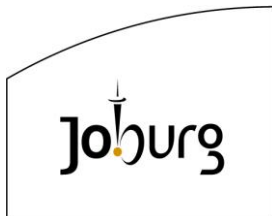
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

Declaration of interest

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months? **YES / NO**
2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**
3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state? **YES/NO**
4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
5. If yes in any or all of the above, furnish particular in the format below.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| <i>Paragraph reference</i> | <i>Full Name</i> | <i>Identity number</i> | <i>State employee number</i> | <i>Status [currently or past employed]</i> | <i>Relationship to bidder</i> |
|-----------------------------------|-------------------------|-------------------------------|-------------------------------------|---|--------------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

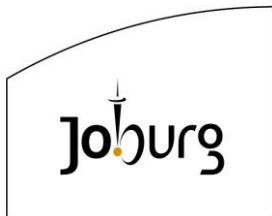
Signature

Date

Capacity

Name of Bidder

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

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

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

through public auctions; and

- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

6.1. POINTS AWARDED FOR PRICE

6.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

6.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

7. POINTS AWARDED FOR SPECIFIC GOALS

7.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

7.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

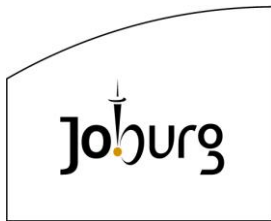
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

| The specific goals allocated points in terms of this tender | Means of verification | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|-------------------------------|---|--|
| Business owned by 51% or more - Black people | CSD and ID copy of Director/s | 3 | |
| Business owned by 51% or more - Women | CSD and ID copy of Director/s | 3 | |

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | | | |
|--|---|-----------|--|
| Business owned by 51% or more - Youth | CSD and ID copy of Director/s | 2 | |
| SMMEs (EME or QSE) | CSD and BBBEE Certificate/ Affidavit sworn under oath | 2 | |
| Enterprises located in specific municipal area for work to be done or services to be rendered in that municipal area | CSD and municipal account or lease agreement/ proof of residence from the local councilor | 10 | |
| Maximum Points | | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

7.3. Name of company / firm

7.4. Company registration number:

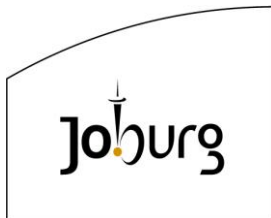
7.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.6. I, the undersigned, who is duly authorised to do so on behalf of the company / firm,

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company / firm for the preference(s) shown and I acknowledge that:

- a) The information furnished is true and correct;
- b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

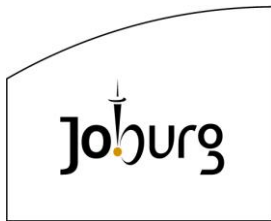
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.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

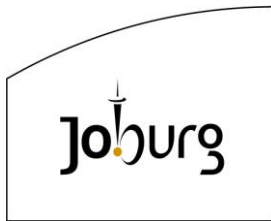
MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|--|--------------------------|--------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |

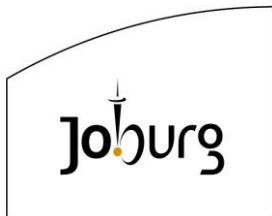
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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

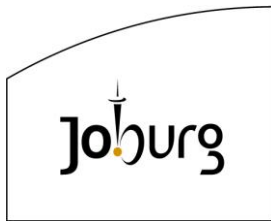
Signature

Date

Capacity

Name of Bidder

Initial



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

MBD 9

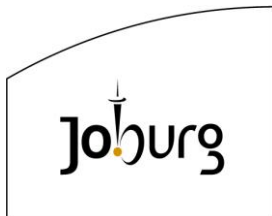
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

³ Includes price quotations, advertised competitive bids, limited bids and BIDs.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

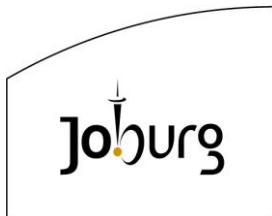
Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

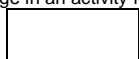
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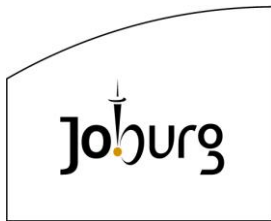
APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

⁵ 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.



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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

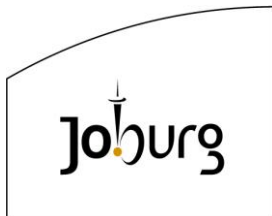
Signature

Date

Capacity

Name of Bidder

Initial



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid may be rejected if:

- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.
- The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

.....

ii. Registration Number

.....

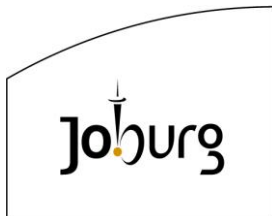
iii. Municipality where business is situated

.....

iv. Municipal account number for rates

.....

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

v. Municipal account number for water and electricity

.....

vi. Names of all directors, their ID numbers and municipal account number.

a.

b.

c.

d.

e.

C Documents to be attached.

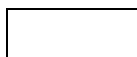
- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

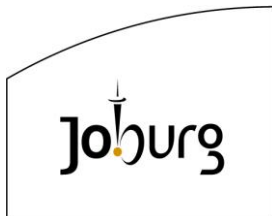
.....
.....
.....

Signature

Date



Initial

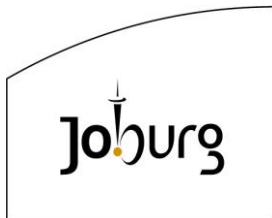


APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS

1. Municipal Accounts / Rates / Taxes:
 - 1.1. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.
 - 1.2. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.
 - 1.3. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -
 - 1.3.1. The name(s) of the owner(s) of the account(s)
 - 1.3.2. The relevant account(s) number(s); and
 - 1.3.3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

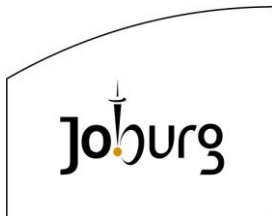
1.3.4. that an acceptable arrangement has been concluded and exists.

2. Lease Agreement:

1.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.

1.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

MBD 10

DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.
2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 (three) months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

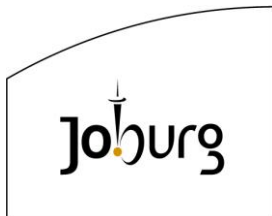
Signature

Capacity

Initial

Date

Name of Bidder



APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

SECTION 4

Technical data, omissions, variations

1. Bank Details

Name of Bankers: _____

Address of Bankers: _____

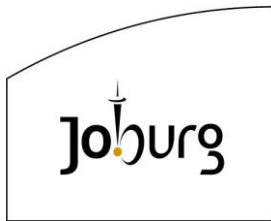
Branch of Bank: _____

Bank Account Number: _____

2. Details of Similar Work Recently Carried Out

| DESCRIPTION OF WORK | COMPLETION DATE | CLIENT NAME AND CONTACT DETAILS | VALUE (R) |
|------------------------|--------------------|------------------------------------|-----------|
| | | | |

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

3. Qualifications by Bidder

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

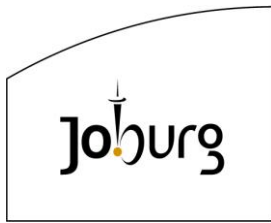
| PAGE | CLAUSE OR ITEM |
|------|----------------|
| | |
| | |
| | |

4 Work to be done by others

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

| DESCRIPTION OF WORK | TO BE EXECUTED BY |
|---------------------|-------------------|
| | |
| | |
| | |

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

5 Sub-Contractors

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

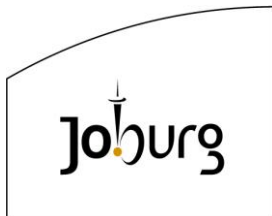
| DESCRIPTION OR WORK/EQUIPMENT | TO BE EXECUTED |
|-------------------------------|----------------|
| | |
| | |
| | |
| | |
| | |

6 Plant, Transport and Staff Available

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

| DESCRIPTION OF EQUIPMENT/PLANT | QUANTITY | OWNED/LEASED |
|--------------------------------|----------|--------------|
| | | |
| | | |
| | | |
| | | |

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APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG

7 Omissions and Variations from the Council's Specification

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

8. Indemnity Clause

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

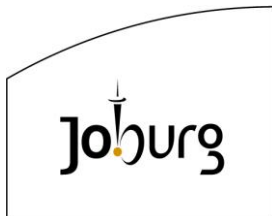
Signature

Capacity

Date

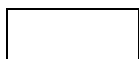
Name of Bidder

Initial



**APPOINTMENT OF SERVICE PROVIDERS FOR THE DEVELOPMENT OF REGIONAL
ECONOMIC DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF
JOHANNESBURG**

APPENDIX A



Initial

APPOINTMENT OF SERVICE PROVIDER FOR THE DEVELOPMENT OF REGIONAL ECONOMIC
DEVELOPMENT PLANS (FOR REGIONS A & E) OF THE CITY OF JOHANNESBURG



a world class African city

economic
development

Department:
Economic Development
CITY OF JOHANNESBURG

TERMS OF REFERENCE

Comprehensive Integrated Regional Economic Development Plans

Region A and E

Directorate: Integrated Regional Economic Development (IRED)

**APPOINTMENT OF SERVICE PROVIDER FOR THE DEVELOPMENT OF REGIONAL ECONOMIC
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1. BACKGROUND

The City of Johannesburg has not been spared from the economic downfall caused by Covid-19 global pandemic. With the stringent lockdown measures since March 2020, similarly to other municipalities the City also witnessed continuous business closures, a decline in high tourist attractive destinations, a decline in consumer spending leading to more business closures and job losses, deferred payment in the municipality rates all of which exacerbates the nation-wide triple challenges of poverty, unemployment, and inequality. To adequately respond to the needs of its citizens; the City needs to establish Integrated Regional Economic Plans that will effectively address economic challenges in the regions, post Covid-19. The plans will provide a 5-year plan and strategy to address issues of poor investment climate, critical infrastructure, industry support and capacitation, unemployment, and job creation, particularly in the marginalised areas.

The plans play a major role in allowing the City to meet its constitutional obligations, to promote and drive economic development in the regions as well as open new economic, employment and investment opportunities. The Department of Economic Development's core functions is to promote integrated regional economic development, thus ensuring the development of comprehensive Integrated Regional Economic Development Plans; facilitating implementation of recommended interventions and to promote interventions in various nodes to stimulate development. Such plans are intended to identify and guide current and future economic investment into the regions.

The City's Climate Action Plan sets a vision for a net-zero carbon, climate resilient economy and society by 2050. Climate change is driving a drastic global economic transition which will involve opportunities as well as shocks and disequilibrium. South Africa's trading partners are rapidly decarbonising, in order to remain economically competitive as a country it is critical that we ensure that the pace of our economic transition aligns with the global transition. The City of Johannesburg is committed to supporting a just transition and has already undertaken preliminary research into the risks and opportunities associated with climate actions. The City is committed to a just transition and has an important role to play in coordinating and promoting local economic development to ensure that the job creation potential of the transition is maximised and economic shocks are mitigated. In addition, the City acknowledged the economic impacts of climate change and is committed to preventing climate related disasters such as droughts and floods. Therefore, regional economic plans should incorporate sustainability issues across all sectors

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2. PURPOSE

The purpose of the study is to develop regional economic development plans for the regions (A&E) of the city of Johannesburg. This should be done through the identification and consolidation of sectors and programmes that have the strongest potential to growth using evidenced-based, data-driven approach with the capacity to absorb new entrepreneurs and attract both foreign and local investment and finally with higher labour intensity and multipliers. Extensive research on these identified sectors should be conducted to identify innate opportunities for the City.

This should then be followed by identifying programmes and the implementation plans within high-potential sectors and ensure business unusual in a quest to eradicate current challenges. 'High-potential sectors' are those that can contribute substantially to achieving the NDP and Joburg 2040 targets through structured support.

3. PRIMARY OBJECTIVE

The Integrated Regional Economic Development Plans are to facilitate strategic infrastructure improvements; guide investments in key clusters; build stronger public/private networks; seizing identified opportunities and effectively utilising labour, capital and other resources to achieve local economic development priorities; connect people to economic opportunities and get the best out of the region's assets thus optimising on local resources and local capacities to build local potential. The plans will guide and direct the implementation of development initiatives. Furthermore, they will integrate with other key sector reports and existing plans and programmes already developed by the City. The plans must also integrate with the Provincial and National Government's plans on economic development.

Specific objectives of this study are to:

1. develop the economic profile of the Regions A and E
2. develop the regional investment atlas for regions A and E.
3. develop a comprehensive regional economic development plan for both regions
4. develop an implementation plan for the regional plans
5. develop a monitoring and evaluation system for the regional plans
6. To inform and support the City's transition towards a sustainable, low carbon, climate resilient economy.

4. SCOPE OF WORK

1. Conduct key informant interviews with a selected number of key relevant stakeholders.
The purpose of this exercise is to obtain information which will guide the development

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of the regional economic plans. The list of key informants will be proposed by the service provider and ratified by the City's relevant project manager.

The scope of this assignment is based on the requirements for the review of Integrated Regional Economic Development Plans. The plans should offer an actionable approach to economic development that can be monitored and reassessed in the future. Prospective service providers will be expected to conduct the following:

- Situational analysis- analysis of the regions' economy using desktop data as base line information.
- Review and assessment of previous Integrated Regional Economic Development Plans
- Analyse business model and programmes that would be most appropriate to promote LED in the regions.
- Ascertain key economic sectors and growth sectors within the regions including the areas of growth potential, comparative and competitive advantages, needs, challenges and opportunities.
- Assess the municipality's existing capacity (financial, infrastructure, and human capital), economic thrusts and determine needs based on identified opportunities and sustainability criteria.
- Sustainability practices, climate change opportunities and risks, concerns and initiatives relating to a just transition.
-

5.1 ECONOMIC DEVELOPMENT PROFILE FOR THE REGION

The economic diagnosis focused on understanding the following aspects needs to be undertaken:

5.1.1 Trends as it relates to space economy of the region;

5.1.2 Socio-economic analysis;

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- 5.1.3 Economic production structure;
- 5.1.4 Economic employment structure;
- 5.1.5 Labour market analysis (skills);
- 5.1.6 Sectoral composition (key drivers);
- 5.1.7 Alignment of National, Provincial Government and Entities' Programmes and Incentive
- 5.1.8 The SMME Profile;
- 5.1.9 Economic Infrastructure Profile;
- 5.1.10 Investment Analysis;
- 5.1.11 The Institutional capacity for supporting economic development (Institutional Profile),
- 5.1.12 An Integrated Economic Competitiveness Analysis.
- 5.1.13 Comparative and competitive advantages; and;
- 5.1.14 SWOT Analysis (land availability and potential, environmental considerations, economic transformation etc.)
- 5.1.15 Define Opportunities for investment in the region
- 5.1.16 Determine the medium/long term infrastructure investment needs

The deliverable for the economic diagnosis will be **AN ECONOMIC DEVELOPMENT PROFILE FOR THE REGIONS**. Put simply, a state of the economy reports on the regions.

5.2 REGIONAL ECONOMIC DEVELOPMENT PLANS

Based on the understanding of the economy of regions, it is important to formulate a clear, realistic and implementable Economic Development Plans for the regions. Such an exercise should focus on the following key aspects:

- 5.2.1 Economic development vision;
- 5.2.2 Economic development objectives;
- 5.2.3 Economic development pillars (thrusts) responding to the profiling process, and
- 5.2.4 A Regional Spatial Economic Development Plan

The deliverable will be integrated **REGIONAL ECONOMIC DEVELOPMENT PLANS** – covering all the variables indicated above.

5.3 REGIONAL ECONOMIC INVESTMENT ATLAS

Underpinning the Regional Economic Development Framework must be a compilation of economic development and investment opportunities (bankable initiatives) in the region. These investment opportunities must be dealt with as follows:

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- 5.3.1 Description of an investment opportunity: what it is, scale and rate of investment return;
- 5.3.2 Employment rationale;
- 5.3.3 Sectoral rationale;
- 5.3.4 Spatial rationale;
- 5.3.5 Small, medium and micro enterprises opportunities;
- 5.3.6 Private sector investments;
- 5.3.7 Other spheres of government investments;
- 5.3.8 Economic linkages;
- 5.3.9 Level of action/intervention required: both by private and public sector;
- 5.3.10 State of readiness: business plan, funding and financing, and operational capacity.

The deliverable should be a **REGIONAL ECONOMIC INVESTMENT ATLAS** – indicating various initiatives or projects that will have to be executed in over a period of five years thereby building robust economic foundations for the region.

5.4 COMPREHENSIVE REGIONAL ECONOMIC DEVELOPMENT PLANS

These plans will facilitate the implementation of recommended interventions and promote interventions in various nodes to stimulate economic development.

5.5 REGIONAL ECONOMIC DEVELOPMENT IMPLEMENTATION PLAN

This component of the Framework assumes particular importance since it is about clearly defining the implementation plan and role of many actors in the execution of the Economic Development Framework. Critical emphasis must be on the following aspects:

- 5.5.1 The Implementation Actors: Functional division of responsibility;
- 5.5.2 Institutional mechanisms;
- 5.5.3 Requisite resources;
- 5.5.4 Implementation time frames;
- 5.5.5 Project prioritization process and phasing mechanism;
- 5.5.6 Rank the short-, medium- and long-term solutions to be implemented, considering issues such as a). phasing (what must be implemented or addressed first) b). risks and constraints and related mitigation measures; c). identify economic opportunities, especially for SMMEs.
- 5.5.7 Estimated funding and financial framework necessary to realise implementation; and
- 5.5.8 Strategic level oversight, management and accountability measures.
- 5.5.9 Interdependencies matrix

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A clear **IMPLEMENTATION PLAN** should be delivered as part of the overall Regional Economic Development Framework.

5.6 MONITORING AND EVALUATION PLAN

The Plan should provide broad indicators for the economic development delivery and impact assessment. Put simply, the Monitoring and Evaluation Plan, as a deliverable would comprise a combination of impact and implementation success indicators.

5. TIME FRAMES

The deliverables are expected to take no more than six months (or any other agreed upon reasonable time) to complete after the signing of a contract. It is also expected that the service provider will develop a budget that is indicative of their daily charge rate, including subsistence and travel expense where appropriate. The appointed service provider will also submit deliverables in the stated time frames. A detailed Project Plan or Inception Report should be submitted to the COJ within 15 working days of appointment and signing of the SLA by the successful bidder. The Project Plan must at least address the following:

- Confirmation of the names of the project team members who will be involved in the project.
- Prepare a preliminary Work Plan which briefly outlines the work schedule/milestones, related costs per milestone and the timeframes in which the work is to be conducted.
- Stakeholder participation / consultation plan.
- A schedule of project meetings for feedback / progress reporting to the COJ Project Manager and identified committees and / structures.
- Clarification of any possible uncertainties (if any) resulting from the Bid Document and Bid Proposal.
- Identification of key risks and proposed mitigation measures.

6. REPORTING PROCEDURES

The appointed service provider will report directly to COJ project leader, for the purposes of day-day management of the project. Given the extensive nature of the project and tight timeframes, the service provider would be expected to be available on a full-time basis. Performance of the service provider will be assessed monthly, and consultations will occur with the service provider to report on and discuss progress towards performance goals. All payments will be made on a phased/milestone approach, as would be agreed contractually. All invoices must detail the work completed for the phase thereof. The service provider will be expected to prepare and make PowerPoint presentations:

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

7. STAKEHOLDER ENGAGEMENT AND CONSULTATIONS

The project will require consultation with various CoJ departments and entities (and where applicable, other government agencies), provincial government, national government, business community, the private sector and affected parties to source inputs and share information. This will take the form of focus group meetings, interviews with key informants and engagements with relevant stakeholders.

Project Steering Committee meetings will be held as part of the project management process as determined by the Chairperson of the Project Steering Committee and the Service Provider.

Broad stakeholder engagement sessions will be held with relevant stakeholders on completion of project milestones as determined by the Chairperson of the Project Steering Committee and the Service Provider.

The service provider will be responsible for taking minutes of meetings and the timely dissemination thereof to the Project Steering Committee Chairperson and any other identified stakeholders. Proof of meetings will be required in the form of invitations, agendas, minutes, advertisements, minutes and attendance registers. The time-cost implications of all stakeholder meetings must be factored into the overall project proposal.

8.1 KEY STAKEHOLDERS AND THEIR ROLES

The below stakeholders are critical in the process and will assist in aligning and incorporating the various City's plans into the Integrated Regional Plans:

| Stakeholder | Role |
|------------------------------------|---|
| Department of Development Planning | To provide strategic view of spatial planning and assist in linking the Integrated Regional Economic Development Plans with the |

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| | |
|--|--|
| | Spatial Development Framework and related strategies. |
| Department of Transport | <p>To provide information on the City's transportation System and earmarked public transport routes.</p> <p>To ensure alignment of the Integrated Regional Economic Plan with policies, strategies and plans that regulate transportation planning and operations.</p> |
| Citizen Relationship Urban Management (CRUM) | To assist with community and business engagement sessions. |

8. MINIMUM REQUIREMENTS

The service provider must comply with the below:

- The company must have done at least three similar projects to demonstrate a clear understanding of Regional Economic Development Frameworks.
- The company must have a minimum of five years' experience in economic research and development planning, more especially development economist.

9. KEY PERSONNEL

Minimum qualification for the lead team member is a Master's Degree In Economics/Urban Planning/Urban Design/ Development Studies/Town and Regional Planning and a minimum of 5 years' experience in developing similar frameworks capacity to deliver the scope of work as described in this Terms of Reference.

Have a team of qualified personnel with a minimum qualification of a Bachelor's degree in Economics/Town and Regional Planning/Urban Planning/Urban Design/ Development studies. It is envisaged that the Professional team will have the following competencies: Development Economist/Economist specialist; Economic research specialist; Town and Regional Planner specialist, Urban Design specialist; Investment promotion specialist. The complementary competencies may be required to fulfil specific components of the brief including Financial expertise (costing and funding); GIS expertise; projects administration and coordination competency.

10. RETURNABLE DOCUMENTS

Proposal should include:

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- Valid B-BBEE accreditation certificate or certified copy issued by verification agencies accredited by SANAS; sworn affidavit issued by SAPS or Commissioner of Oath.
- Valid one-time pin (OTP) for tender issued by South African Revenue Services (SARS). Each Joint Venture member should submit own OTP.
- Recent Municipal rates and taxes for company and all directors not in arrears for more than 90 days or an affidavit or lease agreement not older than three (3) months (if in arrears must provide proof of acknowledgement to debt the account with the relevant Municipal Revenue Department).
- Completed and signed MBD forms
- Completed and signed form of bid.
- Completed and signed declaration of State of Municipal Account.
- Proof of registration on the National Treasury Central Supplier Database or copy of CSD report or M-AAA number.
- Joint Venture agreement, where applicable.
- Complete the City of Joburg pricing schedule in full.
- Company registration documents and/or certificates.
- Proposal with a project methodology stating how the project will be implemented. The proposals to include a project plan aligned to the specific time frames.
- List of similar projects/contracts and signed letters with contactable references on a client letterhead (indicate if reference letter is for company or personnel attach separate reference letters).
- Curriculum vitae and proof of qualifications (i.e., certified copies)
- Certified Identity Document copies of all directors.

11. DISQUALIFYING CRITERIA

1. Failure to complete and sign the form of Proposal/bid.
2. Failure to complete the City of Joburg pricing schedule in full.
3. Failure to attach a letter on a company letter head confirming errors or alterations in the price schedule.

12. CONDITIONS OF AWARD

Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:

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- A supplier whose tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and the SARS.
- Municipal Rates and Taxes of the bidder and that of its directors is in arrears for more than 90 days and there are no arrangements made with the relevant Municipality.
- Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.
- Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers

USE OF CONSULTANTS

In line with the Local Government: Municipal Finance Management Act, 2003 Municipal Cost Containment Regulations, 2019, the City is bound by the following clauses for the purposes of this commissioning:

5. (1) A municipality or municipal entity may only appoint consultants if an assessment of the needs and requirements confirms that the affected municipality or municipal entity does not have the requisite skills or resources in its full-time employ to perform the function.
- (2) An accounting officer must adopt a fair and reasonable remuneration framework for consultants taking into account the rates -
- (a) determined in the "Guideline on fees for audits undertaken on behalf of the Auditor - General of South Africa", issued by the South African Institute of Chartered Accountants;
- (b) set out in the "Guide on Hourly Fee Rates for Consultants", issued by the Department of Public Service and Administration; or
- (c) as prescribed by the body regulating the profession of the consultant.
- (3) The tender documentation for the appointment of consultants must include a clause that the remuneration rates will be subject to negotiation, not exceeding the applicable rates mentioned in sub-regulation (2).
- (4) When negotiating cost-effective consultancy rates for international consultants, the accounting officer may take into account the relevant international and market-determined rates.

The remuneration rates quoted are subject to negotiation as stipulated in in sub regulation (2)

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13. EVALUATION CRITERIA

Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act using the 80:20 points system of the revised Preferential Procurement Regulations 2022

Proposals will initially be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system. Only Proposers who score 70 points and more on functionality will be able to proceed to be further evaluated in terms of price competitiveness and the following goals in line with the City of Johannesburg's preference goals

| GOAL 1: DESIGNATED GROUP | MEANS OF VERIFICATION | 80/20 |
|---|---|--------------|
| Maximum Points: | | |
| Business owned by 51% or more – Black People | CSD and ID copy of Director/s | 3 |
| Business owned by 51% or more – Women | CSD and ID copy of Director/s | 3 |
| Business owned by 51% or more – Youth | CSD and ID copy of Director/s | 2 |
| SMMEs (EME or QSE) | CSD and BBEE Certificate / Affidavit sworn under oath | 2 |

| GOAL 2: SPECIFIC GOALS | MEANS OF VERIFICATION | 80/20 |
|--|--|--------------|
| Maximum Points: | | |
| Enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area | CSD and municipal account or lease agreement/ proof of residence from the local councillor | 10 |

14. FUNCTIONAL EVALUATION TABLE

| Criteria | Guidance for criteria | Points |
|--|--|---------------|
| 1. Strategy Formulation Documents | Demonstrate the ability to conduct economic strategies by providing of five (5) Regional Economic Development Frameworks conducted through the submission of documents A total of five Regional Economic Development Frameworks conducted | 20 |

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| | <ul style="list-style-type: none"> • One (1) Regional Economic Development Frameworks conducted (0 points) • Two (2) Regional Economic Development Frameworks conducted (5 points) • Three (3) Regional Economic Development Frameworks conducted (10 points) • Four (4) Regional Economic Development Frameworks conducted (15 points) • Five 5 and more Regional Economic Development Frameworks conducted (20 points) | |
| 2. Company Experience and Track Record | <p>Company's experience in conducting economic strategies/ Regional Economic Development Frameworks</p> <ul style="list-style-type: none"> • Less than 5 years' experience in conducting strategies (0 points) • 5-6 years' experience in conducting strategies (5 points) • More than 6 years' experience in conducting strategies (10 points) <p>Attach relevant company profile as proof of the above</p> <p>Company track record-Minimum of 5 similar projects in conducting economic strategies.</p> <ul style="list-style-type: none"> • Less than five (5) similar work in conducting Regional Economic Development related work (0 points) • Five (5) of conducting Regional Economic Development related work (5 points) • More than 6 (six) years' experience in conducting Regional Economic Development related work (10 points) <p>Attach 3 (three) contactable references signed on a company (client) letterhead as a proof of the above</p> | 20 |
| 3. Personal Experience and Qualifications 3.1 Development Economist or related qualifications 3.2 Environmental Economist or related qualifications | <p>3.14.1 Development Economics</p> <ul style="list-style-type: none"> • Less than 5 years' experience in the development of regional economic development related work (0 points) • 5-6 years' experience working on development of regional economic development related works (5 points) | 40 |

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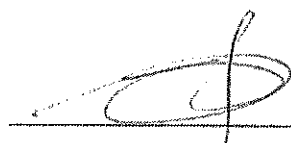
| | | |
|--|---|------------------|
| <p>3.3 Urban Planning/ Development Studies/Town and Regional Planning Degree or related qualifications</p> | <ul style="list-style-type: none"> • More than 6 years' experience working on development of regional economic development related work (10 points) <p>Qualifications related to Economic Development</p> <ul style="list-style-type: none"> • A degree (0 points) • Honours degree (3 points) • Masters and above (5 points) <p>3.34.3 Development Planning</p> <ul style="list-style-type: none"> • Less than 5 years' experience in urban planning or related qualifications (0 points) • 5-6 years' experience working in urban planning or related qualifications (5 points) • More than 6 years' experience working in urban planning or related qualifications (10 points) <p>Qualifications related to Development Planning</p> <ul style="list-style-type: none"> • A degree (0 points) • Honours degree (3 points) • Masters and above (5 points) <p>3.44.4 Environmental Economics</p> <ul style="list-style-type: none"> • Less than 5 years' experience in projects related to the impact of the environment on the economy (0 points) • 5-6 years' experience working in projects related to the impact of the environment on the economy (5 points) • More than 6 years' experience working in projects related to the impact of the environment on the economy (10 points) | |
| <p>Methodology and Approach</p> | <p>Methodology should outline a detailed project implementation plan in a Gantt chart indicating</p> <ol style="list-style-type: none"> 1. Different phases of the project (5 points) 2. Key activities of the project (5 points) <ul style="list-style-type: none"> • Outputs or deliverables at each phase of the project (10 points). | <p>20</p> |
| <p>Total</p> | | <p>(100)</p> |
| <p>Threshold</p> | | <p>(70)</p> |

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QUERIES

For further details and clarity on any aspects under the terms of reference, please use the contact details below. Enquiries should also be forwarded in writing through email to Nompumelelo Thwala @ NompumeleloTh@joburg.org.za

| | | |
|------|--------------------|--|
| Name | Nompumelelo Thwala | NompumeleloTH@joburg.org.za |
| | | |



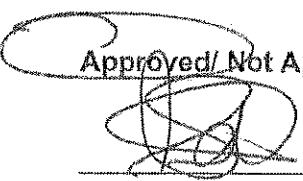
Phaphedi Phukubje

Acting Director: IRED

Department of Economic Development

Date: 20/04/2022

Approved/ Not Approved



Acting Executive Director: Economic Development

Department of Economic Development

City of Johannesburg

Date: 20/04/23