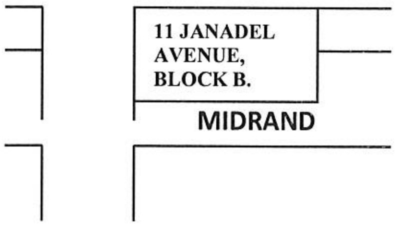
PLEASE TAKE NOTE **TENDER NUMBER: COGTA 14/2023**

CLOSING TIME: 11:00 **CLOSING DATE: 05 SEPTEMBER 2023**

DOCUMENTS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE THEY WILL NOT BE ACCEPTED FOR CONSIDERATION

DOCUMENTS MUST BE SIGNED IN THE ORIGINAL THAT IS IN INK. DOCUMENTS WITH PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES WILL BE REJECTED

The Tender Document must be Delivered at Reception, Provincial Disaster Management Centre ,11 Janadel Avenue, Block B, Riverview Park Midrand



TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS

SUBMIT ALL TENDERS ON THE OFFICIAL TENDER FORMS – DO NOT RETYPE

TENDERS BY TELEGRAM, FACSIMILE OR OTHER APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION

SUBMIT EACH TENDER IN SEPARATE SEALED ENVELOP

[GPG 3]

GAUTENG PROVINCE

CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Tender Notice & Invitation to Tender

TENDER NO: COGTA 14/2023

Tender Number	Service	Evaluation Criteria	Compulsory Briefing Session	Tender Closing Date and Time
COGTA 14/2023	Appointment of a service provider for Development of a strategy to revitilise Old Central Business (CBD) in the Gauteng City Region (GCR)	Price =80 Equity=20	Date: 21 August 2023 Time: 12H00 Venue: Zealandia Boardroom,Block B, Riverview Park, 11 Janadel Avenue, Midrand	Date: 05 September 2023 Time : 11H00

The tender will be evaluated in terms of the 80/20 Preference Point System prescribed by the Preferential Procurement Regulations 2022 and take effect on 16 January 2023 and the Departmental Supply Chain Management Policy.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
100 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	**20**

TECHNICAL EVALUATION (100 FUNCTIONALITY POINTS)

The technical evaluation will focus on the following aspects: Value Matrix: 0 = No document attached, 1 = Poor, 2= Average, 3 =Good, 4 =Very Good, 5 =Excellent

FUNCTIONALITY ITEM	WEIGHTING FACTOR
Expertise	20
Methodology	30
Personnel/Capacity	50
Total Points for Functionality	**100**
Minimum Threshold for Functionality	**70**

Bidders who fails to meet the minimum **requirements/threshold in relation to Functionality Evaluation (70)** will not be evaluated further.

Mandatory Requirements for Tenders. Bidders who intend to respond to the tender invitation must attend the compulsory briefing session and ensure that they sign the attendance register. The bidders must complete, sign and submit all Bid Documents and Pricing Schedules, SBD 1,3.3,4 and 6.1 . The use of correction fluid (tippex) when correcting errors on SBDs is prohibited; strike through the error, correct it and initial the corrections. Bid Documents should bear the original signature of an authorised person (Proof of Authority must be submitted e.g. Company Resolution); electronic submissions will not be accepted. In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium, should be attached and notarised by an attorney. If the bidder intends to sub-contract, a sub-contracting agreement should be attached and signed by all parties to the sub-contracting agreement. The % (percentage) to be sub-contracted must be clearly indicated in the contract. Proposals submitted after the stipulated closing time and date will not be accepted.

Documents required to be submitted in order to claim points:

- Copy of Central Supplier Database (CSD)
- Copies of the company registration documents (CIPC)
- Certified copies of Directors/ Shareholders' IDs / Share Certificate
- Proof of Disability (Medical Certificate by Medical Practitioner with practice number)
- Proof of address/Municipal Statement of Account/Copy of the Lease Agreement if you are not the owner

Additional requirements for tenders: In order to verify the tax status of bidders, bidders are required to submit their Tax Compliance Status (PIN) from SARS; (Joint ventures/ consortium must submit a valid Tax Compliance Status Pin for all parties to a Joint Venture/ Consortium) Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached); Latest Audited Annual Financial Statement/ letter from accountant for new or dormant entities; Detailed company profile.

The Department adheres to all relevant **Acts, including PPPF Act No 5 of 2000** with its associated amended Preferential regulations 2022. Enquiries may be addressed to the Project Managers: Mr Rofhiwa Ramulwela at rofhiwa.ramulwela@gauteng.gov.za ; Mr Diale Lodi at diale.lodi@gauteng.gov.za and Supply Chain Management: Ms. Phumzile Malgas at phumzile.malgas@gauteng.gov.za or Ms Mahlatse Madiba at mahlatse.madiba@gauteng.gov.za

Tender documents are available on the Gauteng etender portal: http://e-tenders.gauteng.gov.za

Please Note: All information and documents will be treated in accordance with POPI Act.

Completed tender documents should be sealed in an envelope clearly marked with the relevant tender number (COGTA 14/2023 and description. Tender documents should be delivered in the tender box at reception, Provincial Disaster Management Centre, 11 Janadel Avenue, Block B, Riverview Park, Midrand not later than 11:00 am on or before 05 September 2023.

Faxed, electronic or late submissions will not be accepted.

Only companies who have submitted all of the above information will be considered for evaluation process. The Gauteng Department of Co-operative Governance and Traditional Affairs is under no obligation to give reasons for non-acceptance /rejection of any submission. All short listed bidders will be subjected to undergo a security screening in terms of Section 2 (1) (b) of the National Strategic Intelligence Act 67 of 2002 as amended.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	COGTA 14/2023	CLOSING DATE:	05 SEPTEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF A STRATEGY TO REVITALIZE OLD CENTRAL BUSINESS DISTRICT (CBD) IN THE GAUTENG CITY REGION (GCR)				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)
TENDER BOX AT RECEPTION
PROVINCIAL DISASTER MANAGEMENT CENTRE
NO. 11 JANADEL AVENUE, BLOCK B, RIVERVIEW OFFICE PARK, MIDRAND

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Phumzile Malgas**	CONTACT PERSON	**Rofhiwa Ramulwela**
TELEPHONE NUMBER	**N/A**	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Phumzile.malgas@gauteng.gov.za**	E-MAIL ADDRESS	**Rofhiwa.ramulwela@gauteng.gov.za**

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....BID NO.: ....

CLOSING TIME 11:00 CLOSING DATE................................

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

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

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R----------------------------	----------------------------
--	R----------------------------	----------------------------
--	R----------------------------	----------------------------
--	R----------------------------	----------------------------
--	R----------------------------	----------------------------

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 airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

TOTAL: R..

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

Bid No.: ....

Name of Bidder: ....

5.2 Other expenses, for example accommodation (specify, eg. 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.

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

TOTAL: R..

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. ....

....

....

....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

GAUTENG DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

Ms. Phumzile Malgas/ Ms Mahlatse Madiba

Email: Phumzile.malgas@gauteng.gov.za/ mahlatse.madiba@gauteng.gov.za

Or for technical information –

Mr. Rofhiwa Ramulwela

Email: rofhiwa.ramulwela@gauteng.gov.za/

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

....

....

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

2.3.1 If so, furnish particulars:

....

....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

....	....
Signature	Date
....	....
Position	Name of bidder

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

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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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black owned Enterprise		5		
100% Women owned Enterprise		10		
100% PwD Enterprise		2.5		
Enterprise located in Gauteng Province		2.5		
Total Preference points based on specific and RDP Goals		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ………………………………………………………….....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…………………………………………
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………
	………………………………………………………
	………………………………………………………

GAUTENG PROVINCE
CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

CONSENT FORM IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPIA)

In order for the department to consider the bidder's response to the tender to become a service provider of the department, it will be necessary for the department to process certain personal information which the service provider may share with department for the purpose of the tender, including personal information, which may include special personal information (all hereafter referred to as "Personal Information")

The department will process the Service Provider's Personal Information in accordance with the department Privacy Policy.

Access to your Personal Information and purpose specification
Personal Information will be processed by department for purposes of assessing the service provider's submission in relation to the tender i.e. the purposes of assessing current services required by the department. We may also share the service provider's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the service provider acknowledges that department's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent
By [ticking/clicking] "Yes" and signing below, you agree and voluntarily consent to the department processing of the service provider's Personal Information for the purposes of evaluating its tender submission, including to confirm and verify any information provided in the submission and service provider gives department permission to do so. The service provider understands that it is free to withdraw its consent on written notice to department and the service provider agrees that the Personal Information may be disclosed by the department to third parties, including department's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa). Please note that if you withdraw your consent at any stage, we may be unable to process your tender.

Yes ☐

No ☐

______________________ ____________ ____________

Supplier Name Date
Signature

____

Authorised representative, who warrants that he/she is duly authorised.

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

Gauteng Provincial Government

Department of Cooperative Governance and Traditional Affairs

Terms of Reference for

Development of a strategy to revitalize old Central Business Districts (CBDs) in the Gauteng City Region (GCR)

LIST OF ACRONYMS

API	Application Programme Interface
HDI	Historical Disadvantaged Individual
COGTA	Cooperative Governance and Traditional Affairs
GIS	Geographic Information Systems
GCR	Gauteng City Region
GPG	Gauteng Provincial Government
IGR	Inter-Governmental Relations
IP	Intellectual Property
MSCOA	Municipal Standard Chart of Accounts
SACPLAN	South African Council for Planners
SLA	Service Level Agreement
SPLUMA	Spatial Planning and Land Use Management Act
VAT	Value Added Tax

Table of Contents

1. PROJECT TITLE

Development of a strategy to revitalize old Central Businesses (CBDs) in the Gauteng City Region (GCR).

2. PURPOSE

The role of CBDs remains relevant and important in order to bolster economic inclusion and development, spatial transformation, and urban management and achieve many outcomes. There is anecdotal evidence that people migrating to cities, seek to reside in CBDs that are perceived to be locations with access to opportunities.

While it is common cause that CBDs may have evolved and transformed over time, they are still critical to how cities function. Their potential and role is yet to be optimised. A myriad of factors have to be unpacked and understood about CBDs such as their role in the post COVID-19 era, types and forms, but perhaps most importantly, an agreement on the strategies and interventions required to ensure their successes.

The purpose of these terms of reference is to appoint a competent service provider to develop a strategy to revitalize old CBDs in the GCR.

3. INTRODUCTION

Gauteng is the largest urban economy in Africa, with around 70 foreign banks and, the majority of South African, stockbrokers and insurance giants, and head offices of major gold and diamond mining houses.

Gauteng recorded the highest provincial economic growth rate in 2019. The 0,6% rise in economic activity was mainly driven by finance, real estate and business services, which are the dominant industries in the province. Agriculture is the smallest industry in Gauteng, as a result its poor performance affected Gauteng far less compared to other provinces. The top four largest sectors in the province in 2019 were finance, government, manufacturing and trade.

Gauteng is the most densely populated province, comprising 13,4-million people in 2016, or roughly a quarter of the country's population. 97% of the province's population is urbanised and population numbers are increasing. In fact, three out of the four municipalities that showed the highest growth in population numbers between 1996 and 2011 are Johannesburg, Ekurhuleni and Tshwane.

Gauteng is recognised as the "international migrant gateway to South Africa", with international migrants making up an estimated 13% of the population. Gauteng comprises three metropolitan municipalities (i.e. City of Tshwane, City of Johannesburg and Ekurhuleni Metropolitan Municipality and two districts (i.e. Sedibeng and West Rand). It includes the cities of Johannesburg, once the world's most important centre of gold production and today South Africa's financial capital, and Pretoria, the country's administrative capital. It also includes business, industrial and mining centres such as Kempton Park, Germiston, Springs, Alberton, Boksburg, Benoni, Vereeniging, Vanderbijlpark, Krugersdorp, Randfontein and Westonaria.

Gauteng is the best-connected province in the country, with the highest density of national roads passing through the province. The four national roads serving the eastern parts of the province (N4, N12, N17 and N3) are all linked to the three major export harbours along the east coast of Southern Africa, namely, Maputo, Richards Bay and eThekwini/ Durban. It also comprises the Gautrain, the country's only rapid commuter rail system.

In contrast to the strong economic position of the province, Gauteng also faces a number of challenges brought about by high population growth. While rapid urban growth may create opportunities, it also comes with a number of challenges in terms of meeting people's expectations for employment, infrastructure, housing and services. Employment creation remains a key priority for the Gauteng provincial government. Notwithstanding the strong economic position of the province, the labour market is not yet dynamic enough to accommodate the aspirations of all prospective workers and unemployment is high. In 2015, the City of Tshwane, Ekurhuleni MM and City of Johannesburg had unemployment rates of 27.4%, 29.4%, and 26.2% respectively (i.e. a quarter of the working-age population). Given that Gauteng exerts a strong attraction for migrant populations both local and foreign, employment creation assumes an even greater urgency.

Like the rest of South Africa, Gauteng cities and towns are hugely unequal, with spatial concentrations of huge wealth existing alongside large informal settlements. This duality results in a quality of life for some that matches and often exceeds, that enjoyed by residents of developed world cities, but high levels of struggle and marginalisation for many others. Most low-income housing is located on the periphery of cities, and residents of these areas suffer poor access to centres of employment and social amenities.

Consequences include higher transport costs for the poor, difficulty in accessing good schooling, and long travel times between places of work and home – time that could otherwise be spent on much more productive uses. Gauteng is particularly vulnerable to the twin challenges of climate change and fuel shortage, given its very high fossil fuel dependency and experiencing an increasingly acute water deficit in the future. South Africa, including Gauteng, has been warming significantly over the period 1913–2015 with a warming rate of 2°C per century, which is in the order of twice the global rate of temperature increase. Over the period 1921–2015, there is strong evidence that extreme daily rainfall events have increased over large parts of the country, including Gauteng.

4. BACKGROUND

Historically, Central Business Districts (CBDs) were the heart of many cities. The concept of CBDs has evolved over centuries from original market squares, where farmers, merchants and customers gathered in town square to buy and sell. In the West in the 18th and 19th centuries, business was conducted in a city's transportation hub, with people travelling using public transport to buy and sell goods. In many instances, the CBD is located in the oldest part of the city or near major transportation routes. Over time, CBDs began to house banking, financial and government institutions, and office spaces for lawyers, doctors, academics, and entertainers, among others. Eventually, these areas also grew to include residential and recreational and cultural spaces. More recently, mega shopping malls, theatres, museums, and stadiums are also becoming part of CBDs.

Most CBDs in Gauteng were developed during the apartheid era. CBDs were designed to enforce apartheid policies of racial segregation. CBDs were designed for a few minorities, which meant provision of services was limited, and thus did not cater for all South Africans. Some CBDs thrived due to the discovery of minerals such as gold, etc. while other CBDs served as administrative centres, thereby, introducing the important understanding of different types of CBDs and the role they would place in communities, space and economy.

In the past two years, CBDs have also had to consider and respond to the impact of the COVID-19 pandemic, mostly due to the introduction of lockdowns, which disrupted if not halted economic activity due to the introduction of work from home which led to more empty office buildings in CBDs, on-line shopping, in certain instances, which has resulted in a decline in the use of public transport.

Different municipalities and cities have made attempts in the past to revive their CBDs by introducing a variety of urban renewal programmes such as City Improvement Districts (CIDs), Inner City Improvement Programme, Urban Regeneration Programme, Inner-City Revitalisation Programme, etc. All these programmes had one common goal, which was, to revitalise urban spaces. While the successes of these initiatives are yet to be determined, lessons can be learnt from them.

The CBD Revitalisation Strategy seeks to fill the gap that currently exists within the Gauteng City Region by developing common intervention strategies that can be applied across CBDs without neglecting the comparative and competitive advantage of each. The strategy, will also assist in pulling resources together toward revitalisation of CBDs for the benefit of communities.

5. THE PROBLEM STATEMENT

Old CBDs in Gauteng are confronted with a number of socio-economic and infrastructure challenges which include, but not limited to:

- Limited economic activity (diversity, duration, and investment)
- Poor waste management programmes
- High crime rates/crime and grime
- Old, neglected and derelict buildings
- Poor maintenance of infrastructure (roads, IT, electricity, water, social)
- Fragmented modes of transport
- Poor by-law enforcement
- Hijacked buildings and illegal occupation

In recent years, most CBDs have been experiencing flash floods either as a results of unmaintained infrastructure or old infrastructure.

6. IMPORTANCE OF A STRATEGY TO REVITALIZE OLD CBDs

Taking into account the diversity and complexity of the concept of CBDs and their evolution over time in the unique context of South Africa, the strategy to revitalize old CBDs seeks to:

a. Promote and support economic revitalisation, economic development and performance as well as ensuring inclusive growth by strengthening the informal sector
b. Optimise CBD functions and promote economic growth while also improving the quality of life for citizens by using smart technologies in line with the 4IR and the creation of 24hr vibrant spaces
c. Ensure sustainable infrastructure development and maintenance and adapting to the impact of climate change (e.g. green buildings, carbon credits, urban agriculture, urban parks, etc.)
d. Review and assess the impact of COVID-19 on CBD functions and develop strategies to repurpose them
e. Support integrated and inclusive human settlement development (work, live and play)
f. Promote and implement the ease of doing business (red tape reduction, land use applications, etc)
g. Protect, promote, refurbish and re-purpose culture and heritage buildings.
h. Consolidate work done to date by various sectors on CBD revitalization across Gauteng.

7. SPECIFICATIONS OF THE PROJECT

The appointed service provider will be required to prepare a strategy and implementation plan to revitalize old CBDs in the Gauteng City Region.

The appointed Service Provider must deliver various components of a strategy and focus primarily on:

- establishing various typologies of old CBDs in the GCR based on an agreed criteria;
- providing a spatial analysis and profiles of the old CBDs in the GCR;
- clearly unpack the legal and policy framework that will enable and support the development and implementation of the strategy and indicate how these policy and legal framework will do so;
- the identification and description of the roles of strategic roles players in the public and private sector across various scales, i.e. local, provincial and national;

- identifying strategic and key interventions across various CBDs based on the profiles;
- identify and unpack various sources of funding/funding options that will enable implementation of the strategy within and outside the public sector;
- unpack success and risk factors that will enable or inhibit implementation of the strategy;
- develop a stakeholder engagement strategy and process; and
- develop and propose governance model options to drive implementation of the strategy

8. PROJECT TEAM

Bidders should provide a detailed project structure as part of the methodology and approach. The project should be led by a Project Manager with 10 years or more of experience in urban development/management/planning or related areas of work and hold relevant professional qualification. The core team must be made up of professionals with the relevant professional qualification for their respective area of expertise, years of experience and professional registration. The following skills and experience are required as part of the core team:

Table 1: Skills and experience requirements

Core Skills	Role	Years' Experience	Qualification and Professional Registration
Project management in development or related areas of work (urban planning, urban management, urban design) to lead the project team and consolidate all required areas of work	Team Leader/ Project Manager	10 or more	Degree or Higher in Urban Design or Project Management or Town and Regional Planning AND South African Council for the Project Management Professions (Mandatory) Or South African Council for Town and Regional Planners

Core Skills	Role	Years' Experience	Qualification and Professional Registration
Professional with experience in economic planning to clearly demonstrate and express the "economic viability" for the project	Technical Team Member	7 or more	Degree or Higher in Economics AND Economic Society of South Africa
Professional with experience in architecture and urban design	Technical Team Member	7 - 10	Degree or Higher in Architecture or Urban Design AND South African Council for the Architectural Profession
Professional with experience in spatial planning and land use management	Technical Team Member	7 - 10	Degree or Higher in Town and Regional Planning AND South African Council for Planners (mandatory)
Professional with experience in infrastructure planning/development	Technical Team Member	7 - 10	Degree or Higher in Engineering (Construction Related) AND Engineering Council of South Africa
Professional with experience in Geographic Information Systems (GIS)	Technical Team Member	7 -10	Degree or Higher in GIS AND South African Geomatic Council

Note: Professional registration is compulsory for the indicated competencies. Having professionals with experience in sustainable development/climate change and stakeholder management as part of the team will be an added advantage.

9. DELIVERABLES

Following on from section 5 above, GOGTA requires the appointed service provider to undertake these tasks to ensure that expected deliverables are met:

1. Detailed project inception, and stakeholder engagement report and presentation
2. A methodology for project implementation based, at minimum[1], the following:
   a. typologies of old CBDs in the GCR based on an agreed criteria;
   b. a spatial analysis and profiles of the old CBDs in the GCR;
   c. the legal and policy framework that will enable and support the development and implementation of the strategy and indicate how the policy and legal framework will be implemented;
3. Identification and description of the roles of strategic role players in the public and private sector across various scales, i.e. local, provincial and national;
4. Benchmarking of at least 4 case studies of a similar project[2];
5. Identification of strategic and key interventions across various CBDs based on the profiles.
6. Identification and unpacking of various sources of funding/funding options that will enable the implementation of the strategy within and outside the public sector;
7. Unpacking of success and risk factors that will enable or inhibit the implementation of the strategy;
8. The development of a stakeholder engagement strategy and process; and
9. Development and proposal of governance model options to ensure strategy implementation

The Department will not entertain any form of plagiarism. If the service provider is found to have plagiarised content presented in the research report, the Department reserves the right to terminate the contract/agreement with the service provider.

10. FORMAT AND SUBMISSION OF BIDS

The proposals must be submitted according to the following format:

[1] The methodology must include more than the three sub-sections included in the terms of reference, the service provide is encouraged to include innovative ideas and approaches they believe will make their proposal unique.

[2] The proposal must indicate a brief background of the case studies, why they have been chosen and how they will benefit this project. The case studies may not be limited to South Africa but examples from the continent would be recommended.

Section 1: Covering letter (including contact details of the service provider)

Section 2: Summary of company profile, including ownership and management structure and project team organogram, company experience, reference letters and any other work relevant to this assignment. Central Supplier Database Registration Summary to be included in this section.

Section 3: A Project Plan must be developed indicating how the project will be executed (methodology) along with key deliverables and timeframes. The final Project Plan will be signed off by the relevant Accounting Officer and/or delegated official.

Section 4: A detailed cost proposal is to be submitted, inclusive of VAT and disbursements. Hourly rates should be costed per team member while also reflecting the projected utilisation of the team members.

Note that functionality (refer to paragraph 12.1) takes precedence when scoring submissions.

11. FINANCIAL IMPLICATIONS

Bidders should provide a detailed cost quotation inclusive of VAT and disbursements indicating hours allocated to each resource on the project.

12. OWNERSHIP OF DATA AND COPYRIGHT

All outputs prepared by the service provider in connection with the services to be rendered shall become the property of the Department of Cooperative Governance and Traditional Affairs upon submission to Chief Directorate: Integrated Development and Spatial Planning, who shall have full copyright therein. In the event of termination of this appointment the Department of Cooperative Governance and Traditional Affairs reserves the right to use all or any of the material collected and prepared for completion of the project.

13. MINIMUM REQUIREMENTS AND QUALIFYING CRITERIA

Notwithstanding appeal for innovation, bidders are requested to submit detailed proposals for consideration and review to determine the appointment of a capable service provider. Service Providers should display relevant experience, technical expertise, and capabilities in the field.

14. TIMEFRAMES/PROGRAM

It is envisaged that the proposal will be awarded in the beginning of June 2023 with an anticipated project duration of nine (9) months, till one month before the end of the 2023/34 FY[3]. Therefore, the successful service provider will be given nine (9) months from the date of award to develop the Strategy.

Table 2: Project Timeframes

DELIVERABLE	2nd QUARTER 23/24			3rd QUARTER 23/24			4th QUARTER 23/24			1st QUARTER 23/24		
Appointment of service providers	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Detailed project inception Report and Presentation	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
In-depth profiling, Benchmarking (lessons learnt and application)	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Legal and policy framing, and stakeholder identification (report and presentation)	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
CBD revitalization consultation sessions and workshops	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Development of intervention strategies and funding models	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June

[3] It is preferred and recommended that project costing and implement not exceed the middle of February 2024.

Governance models for project implementation	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
CBD revitalization consultation sessions and workshops	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Project closure and hand over	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June

15. TENDER VALIDITY PERIOD

Please note that the price offer to be valid for 120 days from the date of closing.

16. MANDATORY CRITERIA

Administrative Compliance (Mandatory Returnable Documents)

- Bidders who intend to respond to the tender invitation **must** attend the compulsory briefing session and ensure that they sign the attendance register;
- Bidders must complete, sign and submit all Standard Bid Documents, SBD 1,3.3,4 and 6.1; (The use of correction fluid (tippex) when correcting errors on SBDs is prohibited; strike through the error, correct it and initial the corrections);
    - ❖ SBD Forms must be completed in full and where there is no information to be furnished then indicate "N/A", SBD 3.3- The total price is required as it is a Form of Offer to the Department, SBD 4- the director to declare interest truthfully and honestly and SBD 6.1- the bidder to claim preference points and if no points to be claimed, then write a zero (0)
- Bid Documents should bear the original signature of an authorised person (Proof of Authority must be submitted e.g., Company Resolution); electronic submissions will not be accepted.
- In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium, should be attached and notarised by an attorney;

- If the bidder intends to sub-contract, a sub-contracting agreement should be attached and signed by all parties to the sub-contracting agreement. The % (percentage) to be sub-contracted **must** be clearly indicated in the contract;
- Proposals submitted after the stipulated closing time and date will not be accepted.

Note Failure to comply with mandatory compliance requirements stated above will result in the bidder's submission being disqualified.

17. DOCUMENTS REQUIRED TO BE SUBMITTED IN ORDER TO CLAIM PREFERENCE POINTS IN TERMS OF PPR, 2022

- Copy of Central Supplier Database (CSD)
- Copies of the company registration documents (CIPC)
- Certified copies of Directors/ Shareholders' IDs / Share Certificate (s)
- Proof of Disability (Medical Certificate by Medical Practitioner with practice number)
- Proof of address/Municipal Statement of Account/Copy of the Lease Agreement if you are not the owner

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
100 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	**20**

Note Failure to submit the above documents will result in bidders not claiming preference points.

18. ADDITIONAL DOCUMENTATION

The below listed documents are necessary for vetting purposes and should be included in bids.

- In order to verify the tax status of bidders, bidders are required to submit their "Tax Compliance Status Pin". (Joint ventures/consortium must submit a valid Tax Compliance Status Pin" for all parties to a Joint Venture/Consortium).

- Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached).
- Latest Audited Annual Financial Statement/ letter from accountant for new or dormant entities
- Detailed company profile

19. FUNCTIONALITY EVALUATION/TECHNICAL EVALUATION

Responsive Bids will be evaluated for functionality. The technical evaluation criteria below will be applied to further shortlist responsive bids.

Value metrics applied, 0= No Documents/Information provided, 1= Poor, 2= Average, 3= Good, 4= Very Good and 5= Excellent

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
EXPERTISE (20)	**Demonstrate years of experience in leading complex strategic initiatives, programmes and projects to successful completion or similar work.** **Provide a 2-page summary for all similar projects indicating** • Name of the organization • Contact person name and number • Project description • Project timeframes (start and end) 1. Summary that meets criteria with five years or more of combined experience in leading complex strategic initiatives, programmes and projects were completed = **(Score 5)** **2.** Summary that meets criteria with four to five years of combined experience in leading complex strategic initiatives, programmes and projects were completed = **(Score 4)** 3. Summary that meets criteria with three to four years of combined experience in leading complex strategic , programmes and projects were completed = **(Score 3)** **4.** Summary that meets criteria with two to three years of combined experience in leading complex strategic initiatives, programmes and projects were completed = **(Score 2)** 5. Summary that meets criteria with one to two years of combined experience in leading complex strategic initiatives, programmes and projects were completed = **(Score 1)**	10	50

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	6. Summary that does not meet criteria/No similar project completed/Less than one year = **(Score 0)**		
	Demonstrate *quality of work* in developing urban design strategies, neighbourhood development strategies, town/CBD revitalisation strategies or similar work. Provide summary at least three (3) reports of previously done work. **1. Understanding scope or problem statement or analysis of status quo** **2. Purpose/Objectives** **3. Methodology or implementation plan** **4. Conclusion** **5. Comprehensive list of abbreviations and acronyms** 3 Reports that meets all five criteria = **(Score 5)** 2 Reports that meets all five criteria = **(Score 3)** 1 Reports that meets all five criteria = **(Score 1)** No Report/criteria not met = **(Score 0)** ***Note:*** *A full report is not required, but only the cover page, contents page and copy of a section/chapter to be able to demonstrate the quality of each report. The Department reserves the right to verify the authenticity of information provided by the bidder.*	5	25
	Provide reference letters of demonstrated projects (signed by client, on their letterhead, addressed to bidder, less than 5 years old) 3 Relevant reference letters demonstrating projects (signed by client, on their letterhead,	5	25

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	addressed to bidder, less than 5 years old) = **(Score 5)** 2 Relevant reference letters demonstrating projects (signed by client, on their letterhead, addressed to bidder, less than 5 years old) = **(Score 3)** 1 Relevant reference letters demonstrating projects (signed by client, on their letterhead, addressed to bidder, less than 5 years old) = **(Score 1)** Reference letter not relevant/No reference letter/criteria not met **= 0**		
METHODOLOGY (30)	**A detailed approach and methodology of how the project will be executed to achieve deliverables including a Project Plan indicating a coordinated approach of how various project deliverables will be managed against timeframes (Project plan is included, indicates timeframes, milestones, and link payment plan with project plan)** 1. Methodology and implementation plan are linked with resources and timeframes visibly specify the way the project will be delivered and indicate additional value adds - **Excellent (score 5)** 2. Methodology and implementation plan are linked with resources and timeframes visibly specify the way the project will be delivered - **Very good (score 4)** 3. Methodology and implementation plan adequately specify the way the project will be delivered - **Good (score 3)** 4. Methodology and implementation plan poorly specify the way the project will be delivered - **Average (score 2)** 5. Methodology do not include implementation and do not specify the way the project will be delivered - **Poor (score 0)**	20	100

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	Clear approach outlining stakeholder mapping and engagement process linked to the development of CBD Revitalisation 1. Clear approach outlining stakeholder mapping and engagement process linked to the development of CBD Revitalisation. Proposes innovative solutions to deliver on stakeholder engagement and includes and expands on all indicated activities and understands the role of the service provider during engagements - **Excellent (score 5)** 2. Includes and expands on all indicated activities and understands the role of the service provider during engagements - **Good (score 3)** 3. Stakeholder mapping and engagement not addressed - **Poor (score 0)**	10	50
	Team Leader		
CAPACITY (50)	TEAM LEADER QUALIFICATION AND REGISTRATION Team leader must have a Built-Environment Degree (excluding civil engineering), preferably a Town Planner or an Urban Designer, and registered with the applicable council or professional body. **(Attach copy of council or professional registration certificate with relevant professional body (e.g. SACPLAN or SACPCMP), copy of Degree, copy of short course in project management)** 1. Copy of built environment degree, copy of council or professional registration certificate with relevant professional body (e.g. SACPLAN or SACPCMP), copy of project management certificate/qualification. – **Excellent (score 5)** 2. No qualification attached/qualification not certified/No professional registration attached - **Poor (score 0)**	5	25

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	Note: All copies must be certified and not older than 6 months.		
	TEAM LEADERS CV The team leader must have project management experience plus 10 years or more of working experience in a spatial planning environment. 1. CV that meets criteria plus more than 10 years or more 'working experience in a spatial planning environment. **Excellent (score 5)** 2. CV not meeting criteria/ less than 10 years' working experience in a spatial planning environment/ or no CV - **Poor (score 0**	3	15
	Team leader must have successfully managed a minimum of 2 similar projects in the past 5 years. **(Attach list of similar projects managed in the past 5 years clearly indicating start and end date of each project, and designation of each project with contactable references - List names, addresses, telephone numbers, and e-mail addresses for verification purposes)** 1. 2 or more similar projects that meets the criteria in the past 5 years- **Excellent (score 5)** 2. 1 similar project that meets the criteria in the past 5 years - **Good (score 3)** 3. 0 similar projects that meets the criteria in the past 5 years/criteria not met - **Poor (score 0)**	2	10
	Technical Team:		
	Composition of technical team to be utilised in the execution of the project consists of the below professions:		

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	Town and Regional Planner Qualifications and Professional Registration Registration with SACPLAN as Professional Planner. **(Attach copy of Town and Regional Planning Degree, and registration certificate with SACPLAN)** An additional qualification in design and packaging of technical information to serve as an added advantage. 1. Town and Regional Planning degree and Registration certificate with An additional qualification in design and packaging of technical information to serve as an added advantage. **– Excellent (score 5)** 2.Town and Regional Planning degree and Registration certificate **– Good (score 4)**3. No qualification attached/qualification not certified/No professional registration attached – **Poor (score 0)** *Note: All copies must be certified and not older than 6 months.*	5	25
	Town and Regional Planner's CV 7 years experience or more in spatial planning and urban design, experience in similar projects (i.e. small town revitalisation, urban renewal, neighbourhood development, precinct plans, spatial development frameworks, etc.). The CV must have contactable references. 1. CV (with contactable references) attached with 7 years experience or more in spatial planning and urban design, experience in similar projects (i.e. small town revitalisation, urban renewal, neighbourhood development, precinct plans, spatial development frameworks, etc.) **– Excellent (score 5)** 2. No CV attached/Less than 7 years experience in Spatial Planning and Urban Design or related/CV with no contactable references **– Poor (score 0)**	5	25
	Economist's Qualification and Professional Registration:	5	25

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	Bachelor's Degree or higher in Economics, registration with Economic Society of South Africa **(Attach copy of Degree, professional/council registration certificate)**. 1. Copy of bachelor's degree or Higher in Economics, as well as professional registration certificate - **Excellent (score 5)** 2. No relevant qualification attached/qualification not certified/No professional registration attached – **Poor (score 0)** 3. *Note: All copies must be certified and not older than 6 months.*		
	Economist's CV: 7 Years experience in economic planning to clearly demonstrate and express the "economic viability" for the project **(Attach copy of CV)**. 1. CV (with contactable references) demonstrating 7 Years or more experience in economic planning to clearly demonstrate and express the "economic viability" for the project – **Excellent (score 5)** 2. No CV attached/ CV with no contactable references/CV with less than 7 years' experience/No relevant experience – **Poor (score 0)**	5	25
	Urban Design Professional/Specialist's Qualification: **Degree or higher in** Architecture and/or Urban Design **(Attach copy of Degree)**. 1. **Copy of degree or higher in** Architecture and/or Urban Design attached. – **Excellent (score 5)** 2. No relevant qualification attached/qualification not certified – **Poor (score 0)** *Note: All copies must be certified and not older than 6 months.*	5	25

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	Urban Design Professional/Specialist's CV: 7-10 years' post-qualification experience in architecture and urban design **(Attach copy of CV)**. 1. CV with contactable references demonstrating 10 years or more post-qualification experience in architecture and urban design – **Excellent (score 5)** 2. CV with contactable references 9 to 10 years post experience in architecture and urban design – **Very Good (score 4)** 3. CV with contactable references 8 to 9 years post-qualification experience in architecture and urban design – **Good (score 3)** 4. CV with contactable references 7 to 8 years post-qualification experience in architecture and urban design – **Average (score 2)** 5. CV with no contactable references; CV with experience below 7 years post qualification experience in architecture and urban design / not meeting criteria /CV not attached **(Score 0)**	5	25
	Geographic Information Specialist's Qualifications and professional registration Degree or higher in Geographic Information System (GIS) or related. **(Attach copy of degree, professional/council registration certificate).** 1. Copy of degree or higher and council registration certificate attached – **Excellent (score 5)** 2. No relevant qualification attached/qualification not certified / council registration certificate not attached– **Poor (score 0)**	3	15
	Geographic Information Specialist's CV: 7-10 years' post qualification experience in mapping and town and regional planning related mapping and spatial analysis **(Attach copy)**.	2	10

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	1. CV with contactable references demonstrating 10 years or more post qualification experience in town and regional planning related mapping and spatial analysis – **Excellent (score 5)** 2. CV with contactable references demonstrating 9 to 10 years' post qualification experience in town and regional planning related mapping and spatial analysis – **Very Good (score 4)** 3. CV with contactable references demonstrating 8 to 9 years' post qualification experience town and regional planning related mapping and spatial analysis– **Good (score 3)** 4. CV with contactable references demonstrating 7 to 8 years' post qualification experience in town and regional planning related mapping and spatial analysis– **Average (score 2)** 5. CV with contactable references demonstrating experienced below 7 years post qualification experience in town and regional planning related mapping and spatial analysis / not meeting criteria/CV not attached **(Score 0)**		
	Infrastructure Planning/Development Professional/Specialist Qualification and ECSA registration: A degree or higher in engineering and registered with ECSA. **(Attach copy of degree, and professional/council registration certificate)**. 1. A degree or higher in engineering and registered with ECSA. - **Excellent (score 5)** 2. No relevant qualification attached/qualification not certified / No registration with ECSA– **Poor (score 0)**	3	15
	Infrastructure Planning/Development Professional/Specialist CV: CV with contactable references demonstrating 7-10 years' post qualification experience in	2	10

FUNCTION-ALITY ITEM	FUNCTIONALITY BREAKDOWN	WEIGHT S	MAXIMUM POSSIBLE POINTS
	infrastructure planning/development **(Attach copy of CV)**. 1. CV with contactable references demonstrating 10 years or more post qualification experience in infrastructure planning/development - **Excellent (score 5)** 2. CV with contactable references demonstrating 9 to 10 years post experience in infrastructure planning/development - **Very Good (score 4)** 3. CV with contactable references demonstrating 8 to 9 years post-qualification experience in infrastructure planning/development – **Good (score 3)** 4. CV with contactable references demonstrating 7 to 8 years post-qualification experience in infrastructure planning/development – **Average (score 2)** 5. CV with contactable references demonstrating experience below 7 years post qualification experience in infrastructure planning/development / not meeting criteria **(Score 0)**		
Total Functionality Points		100	500
Minimum Threshold for Functionality		70	350

Scores are allocated according to a value matrix ranging from 0 to 5 of which 0 is the lowest score that can be obtained and 5 the highest. The Maximum Possible points are calculated by multiply the weight of each criteria with the highest score (as per the value matrix) that can be obtained.

The minimum qualifying score for functionality is indicated as a percentage and is calculated as follows:

a) The score for each criterion is added to obtain the total score; and *b) The following formula is applied to convert the total score to a percentage for functionality:*

$$Ps = \frac{So}{Ms} \times 100$$

Were:

Ps = Percentage scored for functionality by bid under consideration

So =Total score of bid under consideration

Ms= Maximum possible score

The percentage of each panel member is added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

20. PREFERENTIAL PROCUREMENT SYSTEM

In terms of regulation 4 (1) and (2) of the Preferential Procurement Regulation 2022 responsive bids will be evaluated and adjudicated by the state in terms of the 80/20-point system. Shortlisted bid(s) will be allocated 80 points (maximum possible score) if the competitive price of the acceptable bid(s) is/ are the lowest and 20 points (maximum possible score) to a tenderer for the specific goals specified for the tender and the points will be added to the points scored for price and the total will be rounded off to the nearest two decimal place, subject to section 2(1)(f) of the Act.

The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to a bidder for attaining highest specific goals and RDP Goals in accordance with below identified goals by the department:

- Persons or categories of historically disadvantaged persons based on gender, race, disability, and;

- RDP Goals as (published in Government Gazette No: 16085 dated 23 November 1994);

  (i) The promotion of South African owned enterprise;

  (ii) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province;

  (iii) The promotion of enterprise located in a specific region for work to be done or service to be rendered in that region;

  (iv) The promotion of enterprises located in a specific municipality for work to be done or services to be rendered in that province;

  (v) The empowerment of the work force by standardizing the level of skills and knowledge of workers;

  (vi) The department may elect to use other RDP goals identified in the Government Gazette No: 16085 dated 23 November 1994.

20.1 THE PRICES WILL BE EVALUATED IN TERMS OF 80/20 PRINCIPLE, SPECIFIC GOALS AND RDP GOALS.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
100 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	**20**

Note: *The total points (out of 100) for the various bidders will be calculated by adding the points for price (out of 80) and the points for Specific Goals and RDP Goals (out of 20).*

21. CONTACT DETAILS

All enquiries should be directed via electronic mail. The project manager should be contacted for enquiries related to the terms of reference/specifications. Tender administrative enquiries should be directed to tender administrators.

Project Managers:	**Tender Administrators:**

Diale Lodi Diale.Lodi@gauteng.gov.za Rofhiwa Ramulwela rofhiwa.ramulwela@gauteng.gov.za	*Phumzile Malgas* *Phumzile.malgas@gauteng.gov.za* *Mahlatse Madiba* *Mahlatse.madiba@gauteng.gov.za*

22. TENDER DOCUMENT DELIVERY ADDRESS

Bids should be delivered in the tender box at the address provided below. All Bids should be bonded and sealed in an envelope. The envelop should be clearly marked with the tender number and description.
Provincial Disaster Management Centre
Riverview Office Park,11 Janadel Avenue
Midrand

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) 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 thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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