



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

ROC 09 – 2025/26

TENDER DESCRIPTION:	TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION SERVICES ADVISOR TO ASSIST IN THE SELECTION OF A PREFERRED OPERATOR TO OPTIMISE OPERATIONS AND DEVELOPMENT OF THE CITY OF TSHWANE BON ACCORD QUARRIES FOR A THREE-YEAR PERIOD.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

CLOSING DATE

23 FEBRUARY 2026 AT 10:00

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid by memory stick/USB.



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: REGIONAL OPERATION AND COORDINATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
ROC 09 – 2025/26	Terms of reference for the appointment of a transaction services advisor to assist in the selection of a preferred operator to optimise operations and development of the city of Tshwane Bon Accord quarries for a three-year period.	Regional Operational and Coordination	Technical enquiries: Gregory Rammole (012 358 3342 or gregoryra@tshwane.gov.za) or Anton Groenewald (antongr@tshwane.gov.za)	Venue: Bon Accord Quarry, 355 Frances Street, Onderstepoort, Pretoria. Date: 30 January 2026 at 10:00	23 February 2026 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 23 FEBRUARY 2026

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Gregory Rammole (012 358 3342 or gregoryra@tshwane.gov.za)

- Supply chain enquiries: Relebogile Malatswane (RelebogileM@tshwane.gov.za or 012 358 2735)

Bids will remain valid for a period of 90 days after the closing date.

The validity period for the tender after closure is 90 days. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5,6.1, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed and fully signed? By the authorized personnel.

12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.
13. It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
14. Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
 - i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

DEPARTMENT
REGIONAL OPERATIONS AND CO-ORDINATION

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION
SERVICES ADVISOR TO ASSIST IN THE SELECTION OF A PREFERRED
OPERATOR TO OPTIMISE OPERATIONS AND DEVELOPMENT OF THE CITY OF
TSHWANE BON ACCORD QUARRIES**

BID NUMBER: ROC 09 2025/26

1. PURPOSE

- 1.1 This term of reference is inviting an experienced transaction services advisor team with experience in financial management and modelling for both sales including market demand and supply and cost of operation, technical, legal and entity establishment and management processes, project management and overall engineering requirements in the successful selection of an operator to optimise operations and development of the City of Tshwane Bon Accord Quarries.

2. BACKGROUND

- 2.1 REGIONAL OPERATIONS AND COORDINATION is a department in the Office of the Chief Operations Officer cluster which is duly authorised to proceed with the process of finding a successful operator to lead the extraction and economic beneficiation of the Bon Accord Quarries.
- 2.2 The CoT is classified as a Category A municipality by the Municipal Demarcation Board in terms of Section 4 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998). The Municipality was established on 5 December 2000 through the integration of various municipalities and councils that had previously served the greater Pretoria area and surrounding areas.
- 2.3 CoT owns and operates the Bon Accord Quarry (BAQ), which is an open cast mine, established in 1904. It is situated in region 2 of CoT along the R101 to Hammanskraal and extent is 49.94 Ha on the norite mountain.
- 2.4 The City has a mining permit issued by the Department of Mineral Resources.
- 2.5 The city has the necessary environmental authorization from the Gauteng Department of Environmental Affairs to operate the mine in compliance with the required environment standards for emissions.
- 2.6 Quarries are a vital part of our economy as they enable the construction industry and subsequently infrastructure development. The demand for quarry products is mainly driven by the construction industry, which comprises of residential and non-residential buildings as well as civil construction.

- 2.7 The sources claim that the life of this quarry is about 50 years, with a potential of 5-million m³ material still to be mined from the mountain. This is subject to verification and valuation and will form part of the TA's task to establish the approximate extraction value of the quarries.
- 2.8 The operation was established to meet the municipality's material needs for the construction and maintenance of its roads, as such the City is the only consumer. At the time of this process the City is in advanced discussion with Gauteng Department of Roads and Transport for the supply of road construction materials for an agreed 3 year period.
- 2.9 It was initially established to produce commercial road building stone and later an asphalt plant was established to produce road surfacing material.
- 2.10 The following are products at the quarry; Asphalt, Aggregates, Crusher sand and crusher run. There are potential additional products which can be introduced. These additional products will form part of the market supply and demand assessment.
- 2.11 The current operating model of the quarry requires revision with the aim of optimizing quarry operations and generating a revenue surplus for the Operator with an agreed split in the surplus with the City.
- 2.12 The challenges at the quarry are operationally orientated stemming from operational budget allocation, plant and equipment under investment over time, plant breakdowns and breakdowns resulting in under utilisation, outsourcing and materials challenges, shortage of appropriate personnel, lack of commercialization ability and resources, etc.
- 2.13 Sales of quarry products are highly dependent on both the scale and quantity of City's maintenance projects and on activities in the external market within Tshwane and neighbouring areas. The city's current capacity for asphalt utilisation is 100 to 150 tons per day. The quantity the quarries and asphalt can produce is estimated at 300 tons per day. The size of the CoT's roads and stormwater fleet for road construction is the city's main restriction currently on being able to consume more product.
- 2.14 Although there are challenges at the Quarry, one major milestone was achieved wherein a new crusher plant was commissioned in May 2022. This is the first locally manufactured Fast Plant from Sandvik Rock Processing, the fully

automated 220 tonnes per hour capacity plant has ushered in a new era of efficiency, boosting the quarry's production by almost 80%.

- 2.15 COTROC has been allocated the mandate “to optimise the use of the Quarries for the purpose of attracting investment, creating jobs, enhancing asset value and maximising the revenue generated from these assets to the benefit of the City”. The quarry is one of the assets.
- 2.16 The CoT wishes to invite an experienced transaction advisory services organization to assist the COT in the selection of a preferred operator to optimize operations and development of the City of Tshwane Bon Accord Quarry.

3. DISCLAIMER

The information contained in these tender documents has been prepared by the City of Tshwane in good faith based on information obtained from various sources. While all reasonable care has been taken in preparing these tender documents the information contained herein does not purport to be comprehensive to have been verified by the City of Tshwane or any of its officers, employee's agents or any other person. Accordingly, the City of Tshwane nor any of its advisors make any representation or warranty or give any undertaking express or implied, or accept any liability or responsibility for the adequacy or completeness of any of the information or opinions stated herein or any other written or oral information made available in connection with this process and nothing contained herein is, or shall be relied upon as, a promise or representation or whether as to the past or the future.

These tender documents may not contain all information which may be requested by tenderers to develop their tenders. Each tenderer should conduct its own independent analysis of these requirements, and the relevant data supplied or referred to herein or that have been obtained during its investigation. The terms and conditions set out in these tender documents is stipulated for the express benefit of the City of Tshwane COT and save as expressly stated to the contrary, may be waived at the City of Tshwane discretion at any time.

The City of Tshwane reserves the right to amend, modify or withdraw or cancel this tender or terminate any of the procedures or requirements prior to closing of the tender and in respect of which this tender has been issued, through public notice to the tenderers **CoT**. The City of Tshwane reserves the right to appoint in part or full or not at all by notifying the successful applicant which sections will be commissioned and which section will be excluded. The City of Tshwane and its staff shall not under any circumstances be liable for any cost, damages or expenses incurred by tenderers as a result of the above amendments, modification or cancelation of this tender.

Tenderers submitting a tender will be deemed to do so on the basis that they have satisfied themselves as to the authority of the City of Tshwane to procure these services and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and local government level) to the subject matter of these services. Tenderers are therefore, at any stage of

the procurement phase and service contract, not entitled to request any advice or opinion from anyone or more of the advisors to the City of Tshwane on the competency of the City of Tshwane to procure the services in relation to the Project. The City of Tshwane reserves the right to request clarification on any of the tenders submitted in respect to this tender, without liability to compensate or reimburse the tenderer. Any response by a tenderer to this tender does not imply that the City of Tshwane is assured of the tenderer's financial stability, technical competence or ability in any way to carry out the requirements of this tender.

Requirements for sealing, addressing, delivery, opening and assessments of tenders are further stated in these tender documents.

4. GLOSSARY OF TERMS

The following acronyms are used in this Request for Proposal:

BEC	Bid Evaluation Committee
BAC	Bid Adjudication Committee
B-BBEE	Broad Based Black Economic Empowerment
CSD	Central Supplier Database
CoT	City of Tshwane
MFMA	Municipal Finance Management Act
MSA	Municipal Systems Act
PSC	Project Steering Committee
RFP	Request for Proposal
COT	City of Tshwane
OCOO	Office of the Chief Operations Officer
ROC	Regional Operations and Coordination

RFQ	Request for Qualification
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5. DEFINITIONS

The following definitions are used in this tender invite:

5.1 **Bidder** means the TA bidding entity either by way of consortia or joint ventures or individual entity, that bids for the City of Tshwane - Bon Accord Quarry transaction services advisory services to assist in the selection of a management operator to optimize operations and development.

5.2 **General Conditions of Contract** means the contractual conditions set for arrangements between government institutions and private entities

5.3 **Project** means the transaction advisory services reports and processes required to assist in the selection of the operator of the City of Tshwane – Bon Accord Quarries.

5.4 **Project Steering Committee** means the committee established by the Investment Summit Task Team under leadership of the CFO to steer the project and to ensure delivery on all project objectives. The Sub Project Steering Committee on Bon Accord Quarries is chaired by the Group Head: ROC.

5.5 **Tenderer** means any prospective professional firm that tenders for the work under this RFP.

5.6 **Request for Proposal means** a set of documents issued by the procuring authority that set out: the basis or requirements for submitting the proposal (which documents and in which format and contents the bidder must submit) and the basis of the evaluation criteria for selecting the preferred bidder or awardee. It is an invitation to the interested bidder to participate in the procurement process.

5.7 **Request for qualification** means a set of documents which provides proof of the bidder meeting the minimum requirements specified to prove that it meets the requirements to be considered for the Transaction Advisory Service and to allow it to proceed to the next stage of the bidding process.

6. THE OBJECTIVES

The objective is to appoint an experienced transaction advisory services organisation to assist the city in the selection of the preferred management operator to optimise operations and development of the City of Tshwane Bon Accord Quarry. This service will include investment, design, manage, operate and transfer on completion of the contract.

7. SCOPE OF SERVICES

The scope of services expected in terms of the City of Tshwane Tshwane Bon Accord Quarry. The professional advisory service required is divided into three phases, namely;

PHASE 1A: Preparatory Phase (Issue RFQ to the Market for a Transaction Advisor to submit documents setting out the extent to which it meets the requirements to be appointed as Transaction Advisory Service provider - the scope is outlined below with its associated activities).

PHASE 1B: CoT selects the transaction advisory service provider and only reveals the top bidder who complied or passed all stages of evaluation.. The bid will be awarded to the highest scoring bidder in terms of the applicable preference points system. The lowest bidder by price may not necessarily be appointed if the functionality requirements do not meet the minimum requirements of functionality.

PHASE 2: Request for Qualification - Under direction of CoT and the support of the TA issue a RFQ (Issuing a Request for Qualification to the market and coordinating the assessment of the qualified bidders. scope below activities are associated with this phase). Only bidders meet the minimum requirements may proceed to the proposal phase of the bid.

A priced proposal with deliverables and timelines which corresponds with the scope of work below must be submitted **This form should be completed as indicated.**

Phase 3: Request for Proposals: Only the top five bidders (top qualifying bidders) to make proposals as to the nature of the Contractual Agreement, the key requirements and determinants of the contract, the key dependencies and guarantees and minimum standards. A best and alternate bidder will be selected to proceed to financial close out and contractual formulation and submission of guarantees.

7.1 INCEPTION REPORT

The inception report should describe the understanding and interpretation of the service provider's plan of action or approach which will cover key elements as indicated in the Terms of Reference. In addition, this will cover timelines required for conducting the business case or plan. Further information to enhance this approach will be considered.

DELIVERABLE 1 – INCEPTION REPORT

7.2 Supply and Demand Analysis for the Gauteng Market

The market supply and demand analysis gives definition to the quarry operations, preparing the way for the technical solution options analysis. This should, demonstrate that the project aligns with the municipality's strategic pillars / objectives and IDPs. Identify and analyse the required operational and capital budget to extract the maximum returns of the facility.

The market analysis needs to explore the market and the sectors that are pertinent to the quarry. The demand for quarry products in South Africa and specifically Gauteng and immediate surrounding provinces and municipalities is mainly driven by the construction industry, which is comprised of residential building, non-residential building, and civil construction. The market analysis should incorporate appropriate industry benchmarks and highlight best international practices that are applicable for this operation. In specific, assess the implementation of relevant similar type of quarry operations in South Africa from both a private and public sector perspective. Also, to conduct market sounding exercise, where the needs to understand the private sector's value drivers and the main financial and operational constraints companies might face during the provision of infrastructure and services.

DELIVERABLE 2 – MARKET PROJECTION ANALYSIS OF THE PROPOSED PRODUCT SCHEDULE

7.3 ECONOMIC AND FINANCIAL ANALYSIS

This report must provide a broad based economic model based on the supply and demand analysis provided in report 1. The soundness of the proposed investment in the quarry development is premised on an understanding of the demand for construction materials. Modelling must set out various scenarios based on the current and potential demand for materials using a basket of assumptions that are sustainable and realistic. This report should be accompanied by financial modelling on capital and operating budget estimates and estimated revenues linked to a three-mode assessment. The report must cover a low viability level, middle viability level and high viability level scenario to establish commercial viability of the proposed quarry development. A break-even model could also be included to help determine the most appropriate cause of action. The financials should cover NPV, IRR, and ROI, Payback period, debt to equity ratios, current and additional revenue streams. An economic impact assessment report can be included to reflect the investment value, direct and indirect job creation, and contribution to the broader gross geographic product.

DELIVERABLE 3 – LEGAL AND TECHNICAL DUE DILIGENCE REPORT

7.4 LEGAL DUE DILLIGENCE

The legal and regulatory analysis will include a review of the Legal Frameworks that may impact the implementation of the project. This will include South African Legislation (National, Provincial, Local) as well as Regulations governing Legislatures. This should cover; legal issues, site enablement issues including the following (land ownership, land availability and any title deed endorsements, potential land claims, Lease interests in the land, land consolidation and classification, zoning rights and town planning requirements). In addition, this should analyse suitable procurement legislation. Investigate and indicate applicable mining legislation for the quarry. The quarries are compliant with the DMRE and DEFFE requirements and regular testing and assessments are conducted to ensure it meets the requirements. Bidders must

demonstrate an understanding of the Minerals Acts, Environmental authorisations and SHEQ compliance requirements. The nature and form of the operating entity can also be included in this analysis and proposals may be considered part of the bidders' submission.

DELIVERABLE 4 – STAKEHOLDER IDENTIFICATION AND ENGAGEMENT REPORT

7.5 STAKEHOLDER ANALYSIS

The Transaction Advisor shall identify and conduct an overview of the stakeholders likely to be involved in the quarry development. Engagement with different stakeholders is crucial. A stakeholder engagement plan of consultation guided by relevant legislation or policies must be supplied in principle setting out the identification of stakeholders as well as linking stakeholders to the various prescripts in legislation which require compulsory public participation and engagement. A report identifying the parties more broadly, but where possible with a degree of specificity to ensure all consultation channels are pursued satisfactorily.

DELIVERABLE 5 – ECONOMIC AND FINANCIAL ANALYSIS REPORT

7.6 FINANCIAL AND ECONOMIC DUE DILLIGENCE

The CoT will make available the annual quarry report for the 24/25 financial year. The city has valued the assets (plant and equipment) at R 241 million. This does not include a value for the quarry body. The operating annual budget is R 57 million which includes provisions for depreciation and rehabilitation. The annual report will also reflect the current outputs and staff capacity. It also contains estimated production capacity if the quarry were to operate longer hours. A variety of investment scenarios will be included which the city conducted.

DELIVERABLE 6 – RISK ASSESSMENT AND MITIGATION REPORT

7.7 RISK ASSESMENT

The TA and the CoT task team will conduct comprehensive risks assessment of the development, the operating entity and the activity itself at the quarries. This triple risk assessment seeks to identify operator risks which may and can be placed in the

Operator SLA to address over the duration of the project. The risks which emanate from the legal compliance which may and can have the effect of a complete shutdown of activities. And lastly the risks to the quarry itself. The risk viability assessment is critical to ensure the continuation of the project. These risks are critical to the conditions which are required to ensure a successful operation. This should consider all relevant risks of the project. A risk matrix and register should be developed.

DELIVERABLE 7 – PROPOSED PROCUREMENT PLAN FOR THE QUARRIES REPORT

7.8 PROCUREMENT PLAN

The procurement plan must set out the preferred methodology or modality which the CoT wants to implement. The CoT have the following known choices to select from in the procurement or implementation of this decision.

1. Section 14 (MFMA) – Release of an asset no longer required for municipal purposes. This may be a necessary first step in releasing the asset. However, the city will still draw materials from the asset and so it may be contradictory for the city to proceed with this mode if it cannot state that it no longer requires the asset for municipal purposes.
2. Section 33 (MFMA) – Contracts for longer than 3 years. While this section is admittedly only for the purchase of goods and services for more than 3 years, it does provide some leeway as a tool for the release of this land for this purpose. The city intends or wishes to make the quarries available for a 20-year agreement. The city also intends to make use of quarry materials for the same period. It therefore provides a tool for consideration.
3. Section 78 (Municipal Systems Act) – The option to create a company or a municipal entity to hold the asset off the city's balance sheet may also be considered. This may be a better alternative to the much lengthier process of a PPP. The operational entity proposed by the bidder may wish to simplify its operation and not be subjected to the MFMA and its many limitations.
4. Section 12 MFMA PPP – Section 120 is a lengthy and onerous process which may be considered but may not result in an expedient outcome for the city.
5. There are other options which may and can be considered.

The TA may and must provide a schedule of the pros and cons of each scenario and may make suggestions and proposals as to the entity form that is both progressive and quick to bring to operation.

DELIVERABLE 8 – PROCUREMENT PLAN REPORT WITH RFQ AND RFP

7.9 PARTICIPATE IN COMMITTEES

The TA is expected to participate in the Bid Specification Committee (BSC) and Bid Evaluation Committee (BEC) established to process the bids. Professional technical TA members should form part of the team. The TA will participate in the two stages. The request for qualification process to select the top bidders. The Top Bidders will continue to the Request for Proposal stage. From this process the best and alternate bidder will be selected.

DELIVERABLE 9 – DRAFT CLOSE OUT REPORT AND DRAFT CONTRACT AGREEMENTS

The TA is required to assist in drafting the report to close out the RFQ and RFP process which will form part of the record of decision in this regard. As part of the close out report the TA will provide an indication of a minimum set of terms and conditions for the primary contract and SLA between CoT and the preferred bidder.

DELIVERABLE 10 – MINUTES AND NOTES OF ALL SCM COMMITTEE MEETINGS

7.10 PARTICIPATE IN NEGOTIATIONS

The TA is expected to participate in contract negotiations.

DELIVERABLE 11 – Record of all Project MANAGEMENT MEETINGS NOTES AND MINUTES

The TA will provide a record of all project and process management meetings. This will form the record of engagement and is required to be submitted along with the milestone reports.

DELIVERABLE 12 – PUBLIC PARTICIPATION MEETINGS

7.11 PUBLIC PARTICIPATION

The TA in consultation with the City shall arrange the Public Participation or Consultation where necessary. It is proposed that at least 2 public participation session be held with both interested and affected parties as well as a broader engagement session with the business sector. These sessions are outside the scope of the legislated sessions which will be governed by SCM processes.

8. MANAGEMENT OF THE TRANSACTION ADVISOR

- 8.1 A TA should nominate a liaison(s) who is an experienced professional(s) to manage the TA team. A professional should coordinate the activities of various TA team members.
- 8.2 The COT representative GH ROC will establish a project team (Project Steering Committee) to engage regularly in accordance with the work plan and schedule with the TA to efficiently complete the various delivery items. The Project Steering Committee will meet at least monthly, and the TA's liaison (s) will report progress at these meetings. Critical milestones will form part of the discussion and must meet the CoT requirements.

9. REPORTING

- 9.1 In addition to the above, meetings will be scheduled to coincide with the key deliverables of the TA in the delivery of the project.
- 9.2 The COT representative GH ROC, after consultation with the City of Tshwane- Chief Operation Office (COO), will confirm that the TA has satisfactorily completed each deliverable before invoices can be submitted for payment or compensation to be approved.
- 9.3 A workplan with a schedule of meetings, report deliverables, process dependencies and milestone deadlines will be submitted and agreed upon between the CoT and the TA. The representatives will agree to coordinate meetings, inputs to reports, and presentations and manage and meet the project deliverables deadlines, unless agree to otherwise.
- 9.4 The TA will submit milestone progress reports as may be agreed to describe the progress of work and further planned actions, an updated work schedule, and any key constraints encountered by the team in the performance of the activities.
- 9.5 The milestone detailed progress report and presentation (Ms PowerPoint) in the following format Microsoft Word, PDF is required.
- 9.6 The reports submitted by the TA will be approved within such a period as will be agreed with COT – GH ROC, to ensure that no delay or disruption to the TA activities. Reports will be submitted in respect of key deliverables for decision making and approval.

10. SPECIAL CONDITIONS

- 10.1 The successful bidder or professional will be required to enter into a service level agreement with the City.
- 10.2 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract and SLA entered.
- 10.3 This bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC). The Special Conditions are supplementary to those of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with General Conditions of Contract, the Special Conditions of the Contract prevail.
- 10.4 **Bidders who are in employment of the State shall automatically be disqualified.**
- 10.5 The municipal account submitted may be verified with the relevant municipality. Only municipal accounts less than 3 months will be accepted.
- 10.6 Should the bidder be renting in a leased property, both lessor and the lessee's agreement must be furnished together with the landlord's municipal account or statement. Municipal account must be submitted together with the bid documents.
- 10.7 Municipal account requirements are applicable to sub-contracting companies and joint ventures. *(Failure to comply with the above requirement will lead to disqualification).*
- 10.8 The City reserves the right to enter into negotiations with the recommended services provider(s).
- 10.9 Only qualified shortlisted bidders will be invited for a presentation.

- 10.10 The technical methodology criteria of the functionality assessment must outline the approach and plan of the proposer and is critical to convince the BID evaluation team on the appreciation of the work required. It will also form as part of the basis for service level agreement content and related negotiations.
- 10.11 No service may be rendered without an official order.
- 10.12 Failure to comply with any of the conditions and special conditions may lead to disqualification.
- 10.13 In the case of a joint venture or consortium bid for the tender, an agreement of the parties should be submitted, and relevant documents submitted. A team constituted for the sake of submission should be maintained when the bidding is successful.
- 10.14 Following appointment, the successful service provider shall submit a letter to the COT GH ROC confirming the composition of the team members as per bid submission failure shall lead to immediate termination.
- 10.15 A successful TA bidder will receive a written notification of appointment from COT's supply chain management unit.
- 10.16 TA Bidders that score less than 70 points on functionality will not be evaluated further.
- 10.17 All TA Bidders must continuously monitor amendments that may be made on COT the e Tender and COT website for the above bid. COT will not be held liable/responsible if Tenderers do not view responses to questions/queries/comments which were posted on the e-Tender portal and COT website.
- 10.18 The expected team should be led by either a Professional Commercial Legal Advisor or an Economics/Finance Advisor. The technical team should be either

be led by a Professional Project Manager Registered with the South African Council for the Project and Construction Management Profession (PrCPM) or an Engineering Consultant registered with ECSA.

10.19 The following are proposed TA team members.

NUMBER	PROFESSIONAL SERVICE
1	COMMERCIAL TEAM Commercial legal/Law/ Regulatory professional (financial local government, mining) Procurement Specialist- SCM in local government, PPPFA, etc
2	Economics/ Finance professional (CA (SA) or equivalent, Financial and Market Analyst
	TECHNICAL TEAM
3	PROJECT MANAGEMENT AND BUILT ENVIRONMENT TEAM (may include sum of these specialisations) Professional Project Management (SACPCMP) Professional Town Planning (SACPLAN) Professional Architectural (SACAP) Professional Quantity Surveyor (SACQS) <i>Professional Environmental Specialist (Registered EAP/ Pr. Sci. Nat)</i>
4	ENGINEERING TEAM Professional Civil/Structural (ECSA) Professional Electrical/Mechanical (ECSA) Professional Mining Specialist (ECSA) Professional Geologist with Open Cast Quarrying

10.20 An experienced bidder in providing professional advice on local government guided by municipal legislation, especially on contract management will be considered.

10.21 It is expected that the technical methodology must cover the resources to be deployed to the service in accordance with the deliverables.

11. GUIDELINES FOR SUBMISSION OF PROPOSAL

- 11.1 The proposals for the envisaged service should be submitted to COT before the closing date, at the physical address.
- 11.2 Addressed to the Senior Manager: Supply Chain Management. Your submission must reflect Bidders name, Bid number, Closing date, and address of Bidder.
- 11.3 The succinct proposal must include a résumé of the team members allocated to the selected services of project. The CVs must indicate the expertise and experience that each brings to the contract.

12. DURATION OF APPOINTMENT OF TRANSACTION ADVISOR

- 12.1 The deliverables set out under these terms of reference will be guided by the proposed period and will be part of the agreement between COT and the successful Transactional Advisor. In addition, the Transactional Advisor is required to provide a project plan with timeframes as an annexure to their proposal. Details of these milestones and mandatory deliverables, and schedule must be agreed with the successful TA.
- 12.2 The TA's appointment will commence as soon as the contract has been signed and seized once financial close is reached.

13. INFORMATION

- 13.1 Additional information as may be deemed appropriate must be submitted.

14. ADDING VALUE

- 14.1 It is expected that potential service providers will critique the brief with the purpose of adding value where possible in the proposal to be submitted. Thus, the onus is on the service provider to add value to the brief in terms of their special competencies

15. COST OF SUBMISSION OF PROPOSAL

- 15.1 COT is not responsible for any costs incurred by the service providers in the process of developing the proposals. The submitted budget for this service must incorporate all expenses to be incurred by the service provider.

16. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 16.1 The ownership of all Intellectual Property Rights associated with this work will be vested within COT, for its exclusive use, whereas any other stakeholder requires COT's prior consent to use all work developed within the assignment.

17. CRITERIA FOR SELECTION OF SERVICE PROVIDERS

Evaluation Criteria

The following bids will be evaluated on the following stages

1. Stage 1: Administrative compliance
2. Stage 2: Mandatory requirements
3. Stage 3: Functionality Criteria
4. Stage 4: Preferential points system

17.1 Stage 1: Administrative Compliance

All the proposals will also be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will not be considered)</p>
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

17.1 Stage 2: Mandatory Requirements

The table below states the minimum qualifications and experience for each personnel. Failure to comply with the minimum requirements will result in the disqualification of the bid from further evaluation. Please note that City of Tshwane reserves the right to confirm validity of the submitted documents

KEY PERSONNEL QUALIFICATIONS	REQUIRED DOCUMENTATION
CEO/MD/MANAGING PARTNER/SENIOR PARTNER/PARTNER DIRECTOR	<ul style="list-style-type: none"> Bidders are required to submit a certified copy of a bachelor's degree (NQF Level 7) qualification. Curriculum Vitae: clearly stating minimum work experience of at least one completed 12-month cycle or 1 year in transactional advisory services.
FINANCIAL ACCOUNTING, REPORTING, MODELLING	
FINANCIAL SPECIALIST	<ul style="list-style-type: none"> Bidders are required to submit a certified copy of a bachelor's degree (NQF Level 7) qualification in Finance/ Economics with the professional registration.

	<ul style="list-style-type: none"> Curriculum Vitae: clearly stating minimum work experience of at least one completed 12-month cycle or 1 year in transactional advisory services.
ENGINEERING SERVICES-	
ELECTRICAL/ELECTRONIC/ MECHANICAL ENGINEER	<p>Bidders are required to submit a certified copies qualifications and registration certificate.</p> <ul style="list-style-type: none"> Bachelor's degree (NQF Level 7) in Electrical/Electronics/Mechanical Engineering with professional registration certificate. Curriculum Vitae: clearly stating minimum work experience of at least one completed 12-month cycle or 1 year in general consulting and advisory services.
MINING ENGINEER	<p>Mining engineer</p> <p><u>Mining qualifications and experiences:</u> Bidders are required to submit certified copies qualifications and registration certificate.</p> <ul style="list-style-type: none"> Bachelor's degree (NQF Level 7) in Mining Engineering with professional registration certificate Curriculum Vitae: clearly stating minimum work experience of at least one completed 12-month cycle or 1 year in general consulting and advisory services.
LEGAL AND TECHNICAL DUE DILLIGENCE	
LEGAL PRACTITIONER	<p>Bidders are required to submit certified copies qualifications and registration certificate. Legal/ Law Qualifications with professional registration (Legal Practice Council / Law</p>

	<p>Society of South Africa / The National Bar Council of South Africa)</p> <ul style="list-style-type: none"> • LLB/BCom Law/ B Jur /BA Law /B Proc or equivalent • Curriculum Vitae: clearly stating minimum work experience of at least one completed 12-month cycle or 1 year in transactional advisory services.
PROJECT AND PROCESS MANAGEMENT AND ADMINISTRATION	
PROJECT MANAGER	<p><u>PROJECT MANAGEMENT QUALIFICATIONS</u> Bidders are required to submit certified copies of qualifications and valid registration certificate.</p> <ul style="list-style-type: none"> • Bidders are required to submit certified Qualifications in project management (NQF level 7 or equivalent) • Professional Project Manager must be registered with the South African Council for the Project and Construction Management Profession (SACPCM) or registered with ECSA • Curriculum Vitae: clearly stating minimum work experience of at least one complete 12-month cycle or 1 year in general consulting and advisory services.
TOWN PLANNER	<p><u>TOWN PLANNING</u> Bidders are required to submit certified copies of qualifications and registration certificate.</p> <ul style="list-style-type: none"> • Qualifications with professional registration with a minimum of a bachelor's degree (NQF Level 7) in Town Planning. • Curriculum Vitae: clearly stating minimum work experience of at least one

	completed 12-month cycle or 1 year in general consulting and advisory services.
PROFESSIONAL ARCHITECT	<p>Architectural Qualifications</p> <ul style="list-style-type: none"> • Qualifications with professional registration with a minimum of a bachelor's degree (NQF Level 7) in Architectural Studies. • Curriculum Vitae: clearly stating minimum work experience of at least one completed 12-month cycle or 1 year in general consulting and advisory services.

17.2 Stage 3: Functionality Criteria

SPECIAL CONDITION: Bidders that score less than **70 points** on functionality will not be evaluated further on preference points system

CRITERIA	SUB-CRITERIA	SCALE (1-5)	WEIGHT	HIGHEST POSSIBLE SCORE
Company Track Record A Transaction advisor is a person, or persons appointed in writing with appropriate skills and experience to assist and advise the institution in connection with a particular transaction or projects including the preparation and conclusion of an agreement. The TA service should outline proven track record in respect of the subject matter. Bidders to include the number of transactional service provided in any sector or type of development. A testimonial/ reference letters of transactional service.	Number of transactional services completed 5 +	5	2	10
	Number of transactional services completed-4	4		
	Number of transactional services completed-3	3		
	Number of transactional services completed -2	2		
	Number of transactional services 1	2		
Company Track Record Bidders are required to submit company profile: clearly stating the Companies experience in Transactional Advisory: Name of the previous employers with contactable numbers, the name of the project and the value of each project	More than 10 years	5	2	10
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Key Personnel CEO/MD/MANAGING PARTNER/SENIOR PARTNER/PARTNER DIRECTOR	Executive management Qualifications		1	10
	Masters or higher	5		
	Honours	4		

Bidders are required to submit certified copies and a Curriculum Vitae: clearly stating the number of years' experience in Transactional Advisory Services	Postgraduate Diploma	3		
	B degree / BTech	2		
	Executive management Experiences			
	More than 10 years	5		
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Financial Accounting, Reporting, Modelling	Finance/ Economics Qualifications with professional registration		1	10
Financial specialist Bidders are required to submit Certified copies and a Curriculum Vitae: clearly stating the number of years' experience in Transactional Advisory Services	MBA, CFA, CA, MCom (Finance/Economics) or higher	5		
	BCom Hons (Finance/Economics)	4		
	BCom PGDIP	3		
	BCom/ (Finance/ Economics)	2		
	No degree	0		
	Finance/Economics Experiences			
	More than 10 years	5		
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Electrical/Electronic/ Mechanical Engineer Bidders are required to submit certified copies and a Curriculum Vitae: clearly stating the number of years' experience in general consulting and advisory services	Engineering Qualifications		1	10
	Masters - (Engineering) and Pr. Eng/Pr. Tech Eng or higher	5		
	Honours or postgrad in Engineering and Pr. Eng/Pr. Tech Eng.	4		
	B Eng PGDIP	3		
	B.Eng. / BTech –	2		
	Engineering Experiences			

	More than 10 years	5		
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Mining Engineer Bidders are required to submit Certified copies and a Curriculum Vitae: clearly stating the number of years experience in general consulting and advisory services	Mining Engineering Experience		2	10
	More than 10 years	5		
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Legal Practitioner Bidders are required to submit Certified copies and a Curriculum Vitae: clearly stating the number of years experience in Transactional Advisory services	Law Experiences		2	10
	More than 10 years	5		
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Project Manager Bidders are required to submit Certified copies and a Curriculum Vitae: clearly stating the number of years experience in Transactional Advisory services	Project Management experiences		2	10
	More than 10 years	5		
	More than 7 but less than 10 years	4		
	4 years but less than 7 years	3		
	1 year but less than 4 years	2		
Town planner Bidders are required to submit certified copies and a Curriculum Vitae: clearly stating the number of years' experience in general consulting and advisory services	Town Planning experiences		2	10
	• More than 10 years	5		
	• More than 7 but less than 10 years	4		
	• 4 years but less than 7 years	3		
	• 1 year but less than 4 years	2		
Professional Architect Bidders are required to submit certified copies and a	Professional Architect experiences			10
	• More than 10 years	5		

Curriculum Vitae: clearly stating the number of years' experience in general consulting and advisory services	<ul style="list-style-type: none">• More than 7 but less than 10 years	4		
	<ul style="list-style-type: none">• 4 years but less than 7 years	3		
	<ul style="list-style-type: none">• 1 year but less than 4 years	2		
Total				100

Functionality points will be evaluated as follows: **See above components, evidence and weight which will serve as the basis of evaluation:**

SCORING ASSESSMENT OF THE TRANSACTIONAL ADVISORY SERVICES

17.3. Stage 4: Preferential point System

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022. The tender will be evaluated in terms of the Preferential Procurement Policy Framework Act using the 80/20 points system, whereas 80 is price and 20 is for specific goals.

- 80 points for price
- 20 points for Specific goals

SPECIFIC GOALS

- **Bidders are required to submit supporting documents for their bids to claim the specific goal points.**
- **Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.**
- **Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.**

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
<ul style="list-style-type: none"> Level 8 Non-compliant 	<ul style="list-style-type: none"> 1 Point 0 Points 	
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

17.4 VALIDITY PERIOD

The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

17.5 MARKET ANALYSIS

The City of Tshwane reserves the right to conduct a market analysis. Should the City exercise this option, where a service provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the service provider to determine if it will be able to deliver on the price. If a service

provider confirms that it cannot, the service provider will be disqualified based on being non-responsive. If the service provider confirms that it can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract, including performance warnings and listing on the database of restricted suppliers. The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that scored the most points. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the service provider that scored the second-most points. If the service provider that scored the second-most points does not agree to a market-related price, the City will negotiate a market-related price with the service provider that scored the third-most points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

17.6 DRAFT SERVICE LEVEL AGREEMENTS

A Service Level Agreement must be completed by the City of Tshwane and the successful bidder after appointment for this tender.

18 COMPLIANCE

- 18.1** The proposal must either conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Proposals strictly sticking to specifications are preferred. Offers exceeding the minimum requirements of the specifications are acceptable. Minor deviations may be considered.
- 18.2** This document will be a binding contract between the successful service provider and COT once the proposal has been accepted by the organization.
- 18.3** Service providers are at liberty to discuss any aspect of this request for proposal with the entity and enquiries must be referred to:

19 PAYMENTS

- 19.1** Payment shall be made within 30 days on rendering of a professional satisfactory service and submission of the required milestone and presentation report.

- 19.2 Payment shall be made within 30 days into the service provider's bank account after the receipt of an acceptable invoice. (Banking details MUST be submitted for payment to be processed).
- 19.3 Based on the service deliverables, COT reserves the right to process payment according to deliverables completed satisfactorily guided by the terms of reference, Bid submission and Inception report.

20 NON-COMPLIANCE WITH DELIVERY TERMS

- 20.1 As soon as it becomes known to COT that the incumbent will not be able to render services within the expected period and/or against the quoted price and/or as specified, COT must be given immediate written notice to this effect. In instances of non-compliance with certain sections of the contract by the service provider, COT reserves the right to terminate the agreement.

21 CONFIDENTIALITY

- 21.1 This proposal and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the unauthorized number of copies of this document. All bids are bound by a confidentiality agreement preventing the unauthorized disclosure of any information regarding COT or of its activities to any other organization or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of COT.

22 COPYRIGHT

- 22.1 Copyrights of all documentation (reports) etc. in relation to this bid belong to COT. The successful bidder may not disclose any information, documentation, or products to other clients without written approval of COT.

23 AWARD OF A CONTRACT

23.1 Only a bidder who has completed and signed the declaration part of the preference points claim form will be considered for preference points.

23.2 Before a bid is adjudicated or at any time, it may be required from a bidder to substantiate claims it has made regarding preference points claimed.

23.3 Points scored will be rounded off to the nearest 2 decimals. If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals.

24 NON-COMMITMENT

24.1 COT is not bound to accept any of the bids submitted. COT reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date. The cost of preparing bids will not be reimbursed.

25 FRAUD AND CORRUPTION

25.1 All prospective service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

26 REVIEW PROCESS

26.1 Compliance with requirements:

- a. To evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure that a bid is regarded as responsive it is

imperative to comply with all conditions and to state whenever there are deviations.

- b. Documents submitted on time by bidders shall not be returned and shall remain the property of COT.

27 REASONS FOR REJECTION

27.1 COT reserves the right to return late bid submissions unopened. COT reserves the right to disqualify bids that are not according to specification/Terms of Reference. Bidders must clearly indicate compliance or non-compliance with specification/Terms of Reference. Failure to do so will result in disqualification from the remainder of the bid process.

27.2 Bidders shall not contact COT on any matter pertaining to their bid from the time the bids are closed to the time the bid has been awarded. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter may result in rejection and automatic disqualification. COT shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

27.3 COT may disqualify any submission and/or cancel an existing contract if that bidder, or any of its directors have:

- a) Abused the Supply Chain Management (SCM) system of any organ of state.
- b) Committed proven fraud or any other improper conduct in relation to such system.
- c) Failed to perform on any previous contract and the proof thereof exists.
- d) Is restricted from doing business with the public sector if such a supplier obtained preferences fraudulently or if such supplier failed to perform on a contract based on the specific goals.

28 PRICING

- 28.1 All prices must be in South African Rand value and must be inclusive of VAT. Fees will be payable in South African Rands, on satisfactory completion of the assignment and or deliverables. COT reserves the right to negotiate the cost of deliverables reflected where deemed necessary.
- 28.2 Bidders are required to prepare the responses based on the Price considering the scope of work.
- 28.3 Payment and the Price will be according to deliverables completed. Bidders are therefore required to indicate in respect of each deliverable in the scope of work in relation to payment to be made by COT.
- 28.4 Disbursement claim can be processed as per deliverable guided by the percentage split determination.
- 28.5 A priced proposal with deliverables and timelines which corresponds with the scope of work below must be submitted as per the attached pricing schedule (MBD 3.3) – This form should be completed as indicated.

29 PARTIES NOT AFFECTED BY WAIVER OR BREACHES

- 29.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof. No favor, delay, relaxation, or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

30 TERMINATION FOR DEFAULT

30.1 COT, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder may terminate this contract in whole or in part:

- (i) if the bidder fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by COT pursuant to General Conditions of Contract (GCC Clause 21.2);
- (ii) if the bidder fails to perform any other obligation(s) under the contract;
- (iii) if the bidder, in the judgment of COT has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

31 RETENTION

31.1 On termination of this agreement, the bidder shall, on demand, hand over all documentation provided as part of the service and all deliverables, etc., without the right of retention, to COT.

31.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

31.3 In the event that the bidder secures or wishes to bid for similar elsewhere in

South Africa, all such submissions will require the approval of COT. Such authorization will not unreasonably be withheld.

32 SCREENING AND VETTING

32.1 Acceptance of this bid may be subject to the condition that both the contracting bidder and its personnel providing the service must be cleared by the appropriate authorities to the level of **Confidential/Secret/ Top Secret**.

32.2 All bidders shall be vetted through National Treasury, CSD and Tshwane SCM processes and any defaulters will be disqualified.

33 CLIENT BASE

33.1 Bidders must have specific experience in the delivery of the required service and must submit recent references or client base reflecting the entity where a similar service was conducted. COT reserve the right to contact references during the evaluation and adjudication process to obtain confirmation.

34 SERVICE LEADER

34.1 The Service leader is the City of Tshwane Group Head for Regional Operations and Coordination that has requested the service.

35 LATE BIDS

35.1 Bids received late shall not be considered.

PRICING SCHEDULE

SERVICE DESCRIPTION: PRICING SCHEDULE FOR THE APPOINTMENT OF A TRANSACTION ADVISORY SERVICES COMPANY/PERSON/CONSORTIUM TO ASSIST THE COT IN THE SELECTION OF A PREFERRED MANAGEMENT OPERATOR TO OPTIMISE OPERATIONS AND DEVELOPMENT OF THE CITY OF TSHWANE BON ACCORD QUARRY.

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 service. *(Additional information may be provided separately)*
3. DELIVERABLES ACCORDING TO WHICH THE SERVICE WILL BE UNDERTAKEN, FEES PER DELIVERABLE AND RELEVANT TIMELINES (as per DPWI gazette rates)

ITEM	DELIVERABLES	DURATION (HOURS)	DURATION WEEKS	PRICE PER DELIVERABLE (VAT EXCL)
1	Inception Report	80	2	
2	Market Needs Analysis Of The Proposed Product Schedule	200	5	
3	Technical And Legal Due Diligence Report	200	5	
4	Stakeholder Identification And Engagement Report	160	4	
5	Economic And Financial Analysis Report	200	5	
6	Risk Assessment And Mitigation Report	160	4	
7	Proposed Procurement Plan For The Quarries Report	80	2	

ITEM	DELIVERABLES	DURATION (HOURS)	DURATION WEEKS	PRICE PER DELIVERABLE (VAT EXCL
8	Procurement Process Plan Report With RFQ And RFP Report	120	3	
9	Draft Close Out Report And Draft Contract Agreements	160	4	
10	Minutes And Notes Of All SCM Committee Meetings	80	2	
11	Record Of All Project Management Meetings Notes and Minutes	80	2	
12	Public Participation Minutes, Notes and Record of Attendance	80	2	
13	Disbursements (<i>Distributed as per deliverable</i>)			
SUBTOTAL (Excl VAT)				
VAT at 15%				
TOTAL BID PRICE INCLUDING VAT				

3.1 **Travel expenses are to be included in disbursements.** This cost must be included in the total bid price.

3.2 All applicable taxes to be “included” includes Value Added Tax, pay as you earn, Income tax, Unemployment Insurance Fund contributions and skills development levies.

4. Period required for commencement with service after acceptance of bid: ROC 09 2025/26

5. Estimated duration to complete the service as per the Project Plan

6. Are the rates quoted firm for the full period of the contract?
.....*YES/ NO

7. If not firm for the full period, provide details of the basis on which adjustments will
be applied for, for example consumer
price index

**8. Does your offer comply with the terms of reference or not (*YES/ NO) if not,
state the extent of deviation
on a separate sheet.**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	ROC 09 – 2025/26	CLOSING DATE:	23 February 2026	CLOSING TIME:	10:00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION SERVICES ADVISOR TO ASSIST IN THE SELECTION OF A PREFERRED OPERATOR TO OPTIMISE OPERATIONS AND DEVELOPMENT OF THE CITY OF TSHWANE BON ACCORD QUARRIES FOR A THREE-YEAR PERIOD.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED
IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Regional Operation and Coordination
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Gregory Rammole/ Anton Groenewald
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 3342
EMAIL ADDRESS	RelebogileM@Tshwane.gov.za	EMAIL ADDRESS	gregoryra@tshwane.gov.za / antongr@tshwane.gov.za

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 ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>	
<p>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 ABOVE.</p>		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements
*YES / NO
for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments
for municipal services towards any municipality for more
than three months or any other service provider in respect
of which payment is overdue for more than 30 days? *YES / NO

2.1 If no, this serves to certify that the bidder has no
undisputed commitments for municipal services
towards any municipality for more than three months
or other service provider in respect of which payment
is overdue for more than 30 days. *YES / NO

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state
*YES / NO
during the past five years, including particulars of any material
non-compliance or dispute concerning the execution of such
contract?

3.1 If yes, furnish particulars

.....

.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME 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

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**

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

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

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

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

3.1.1. POINTS AWARDED FOR PRICE

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

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

Where

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

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.)

Specific goals	80/20 preference point system	Point awarded for specific goals
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	

Specific goals	80/20 preference point system	Point awarded for specific goals
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **ROC 09 2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **ROC 09– 2025/26**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION SERVICES ADVISOR TO ASSIST IN THE SELECTION OF A PREFERRED OPERATOR TO OPTIMISE OPERATIONS AND DEVELOPMENT OF THE CITY OF TSHWANE BON ACCORD QUARRIES FOR A THREE-YEAR PERIOD.

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “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.

1. 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: <ul style="list-style-type: none"> (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, services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. 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, <ul style="list-style-type: none"> (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; <p>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</p> <p>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.</p>
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
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)