

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

Notes:

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

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

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PART B TERMS AND CONDITIONS FOR BIDDING

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

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

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

RETURNABLE ATTACHMENT



GAUTENG PROVINCE

TREASURY
REPUBLIC OF SOUTH AFRICA

PERSONAL INFORMATION PROCESSING FORM

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

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

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

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

Privacy Laws Compliance Clause

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

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

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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

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

- 2.2.1 If so, furnish particulars:

--

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

- 2.3.1 If so, furnish particulars:

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3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4)

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

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

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

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

Signature		Date	
Position		Name of Bidder	



Provincial Supply Chain Management

Briefing Session

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BRIEFING SESSION - DECLARATION OF ATTENDANCE

RFP NUMBER			
RFP DESCRIPTION			
RFP CLOSING DATE		CLOSING TIME	

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on form RFP 01.

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
DELIVERY ADDRESS								
BRIEFING SESSION	Y		N		DATE		TIME	
VENUE								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME							
--------------------------	--	--	--	--	--	--	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

GPT STAMP

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

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

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

- **Stage One**—

- **Stage Two**—

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



TENDER NUMBER (GT/GIFA/019/2023)

TENDER DOCUMENTS

REQUEST FOR PROPOSAL

TERMS OF REFERENCE FOR ADVISORY SERVICES AND SUPPORT TO ASSIST WITH THE STAGES FROM PROCUREMENT UP TO FINANCIAL CLOSE FOR THE COMMERCIALISATION OF THE SEDIBENG AGRO-PROCESSING HUB PPP PROJECT FOR A PERIOD OF 18 MONTHS.

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ANNEXURE "A" TECHNICAL SCORE CARD

TENDER ENQUIRIES AND COLLECTION

The Gauteng Infrastructure Financing Agency (**"GIFA"**) hereby invites tenders from consulting firms for the provision of professional services according to the terms as set out in this Request for Proposal (**"RFP"**). Tenderers may ask for clarification on this tender up to 48 (forty-eight) hours before the closing date specified for this tender. Any request for clarification by a tenderer must be e-mailed to the responsible officials set out in Table 1 below, and it is important to note that telephonic enquires will not be entertained. Any verbal information given by any official representing GIFA before the closing date of this tender will not be regarded as binding on GIFA. Only information issued formally by the GIFA in writing, electronic mail, or publication on the tender website to tenderers will be considered formal and binding.

Tenderers may not contact the GIFA on any matter on this tender from when the tenders are submitted to when the contract is finally awarded to a successful tenderer. Any effort by a tenderer to influence the tender Evaluation, comparison, or award decision in any manner will result in the rejection of the tender proposal concerned. In respect of communication to the respective tenderers, between the closing date of the tender and the completion of the procurement process and final tender award, such may be done through written communication, electronic mail, publication on the tender website by any official or person acting in an advisory capacity for GIFA.

Table 1

Tender description:	Advisory services and support to assist with the stages from procurement up to financial close for the commercialisation of the Sedibeng Agro-processing hub PPP project for a period of 18 months.	
Institution:	Sedibeng District Municipality	
Briefing session:	Session compulsory: Yes Briefing Venue: Gauteng Infrastructure Financing Agency (GIFA) Offices: 82 Grayston Drive, Sandton Date: 26 May 2023 Time 11AM	
Technical enquiries:	Kevin Abrahams	Project Manager
Email:	k.abrahams@gifa.co.za	
General enquiries:	Motlatsi Modumo	Procurement Services
Email:	M.Modumo@gifa.co.za	
Collection:	Gauteng Provincial Treasury – Ground Floor, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.	
Download	Documents are available free of charge via download from the Gauteng Provincial Government Tender Portal on https://e-tenders.gauteng.gov.za/ .	

Tender Box Location	Tenders must be deposited in the Tender Box at the Gauteng Provincial Treasury – Ground Floor, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.
Closing Date: [09 June 2023]	Closing Time: [11AM]
Tender validity	The tender offer validity period is 120 days from the close of the tender advertisement.
Tender requirements	Tenders must be deposited in the Tender Box on or before the closing date and time. Tenders submitted by fax will not be accepted. The Tenders Box is open 24 hours a day, 7 days a week. All bids must be submitted on the official Tender Forms (not to be re-typed) – All required information must be completed.

DISCLAIMER

The GIFA has prepared the information contained in these tender documents in good faith based on information obtained from various resources. 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 GIFA, any of its officers, employee's agents, or any other person. Accordingly, neither the GIFA 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 that tenderers may request to develop their tenders. Each tenderer should conduct its own independent analysis of these requirements and the applicable data provided or referred to herein or obtained during its investigation. The terms and conditions set out in these tender documents are stipulated for the express benefit of the GIFA and, save as expressly stated to the contrary, may be waived at the GIFA's discretion at any time.

The GIFA reserves the right to amend, modify or withdraw or cancel this tender or terminate any of the procedures or requirements before the closing of the tender and in respect of which this tender has been issued, through public notice to the tenderers on the National Treasury and *Gauteng Provincial Government Tender Portal* on <https://e-tenders.gauteng.gov.za/> or <https://www.etenders.gov.za/>. GIFA also 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 GIFA 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 GIFA 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. Therefore, at any stage of the procurement

phase and service contract, Tenderers are not allowed to request any advice or opinion from any of the advisors to GIFA on the competency of GIFA to procure the services concerning the Project.

The GIFA 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 GIFA is assured of the tenderer's financial stability, technical competence, or ability to carry out the tender conditions.

These tender documents further state requirements for sealing, handling, delivery, opening, and assessments of tenders.

GLOSSARY OF TERMS

The following acronyms are used in this Request for Proposal:

BEC	Bid Evaluation Committee
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
CV	Curriculum Vitae
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
GDP	Gross Domestic Product
GIFA	The Gauteng Infrastructure Financing Agency
GPG	Gauteng Provincial Government
IRR	Internal Rate of Return
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act, 2000
PPP	Public Private Partnership
PSC	Public Sector Comparator
QSE	Qualifying Small Business Enterprise
RFP	Request for Proposal
RFQ	Request for Qualification
SANAS	South African National Accreditation System
SARS	South African Revenue Services
VAT	Value Added Tax

DEFINITIONS

The following definitions are used in this tender invite:

Bidder means the bidding entity, either by way of consortia, joint ventures, or individual entity, that bids for the Public Private Partnership Project. This bidder might include government research institutions;

General Conditions of Contract means the contractual conditions set for between government institutions and private entities, issued on the 17th June 2015, obtainable from the National Treasury website on www.treasury.gov.za;

Institution means the Sedibeng District Municipality;

Project means the Terms of Reference for Advisory services and support to assist with the stages from procurement up to financial close for the commercialisation of the Sedibeng Agro-processing hub PPP project for a period of 18 (eighteen) months on behalf of the Sedibeng District Municipality

Project Manager means the official appointed by GIFA to manage the transaction advisor and to ensure delivery on the Project;

Project Officer means the person identified by the Institution who is capable of managing the Project from inception to expiration or termination;

Project Steering Committee means the committee established by the Project Officer to steer the Project and to ensure delivery of all project objectives;

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

1. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF TENDERS

1.1 BIDDING INSTRUCTIONS:

1.1.1 Tender submission:

- The tender pack is drawn up so that certain essential information should be furnished in a specific manner, and any additional particulars must be furnished in separate annexures;
- All tenders must be submitted on the official tender forms (not to be re-typed), and all required information must be completed.
- Tenderers are advised that their tender proposals must be concise, written in plain English, and be presentable;
- All pages of the tender proposal, each separately bound copy, must be numbered consecutively from beginning to end and should contain a detailed index referencing all parts of the tender proposal;

- Tenderers must check the pages' numbers and satisfy that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated;
- In the event that the tenderer identifies any ambiguities, errors, or inconsistencies in this tender pack, then the tenderer must notify the GIFA by e-mail accordingly, seeking clarification. The GIFA must receive such a request in respect to such clarification not later than 48 (forty-eight) hours before the tender closing date otherwise, the GIFA will not be obliged to provide such clarification;
- The cost to deliver on this Project must be attached as annexures to this tender;
- The costs of preparing tenders and of negotiating the agreement will not be reimbursed;
- The tender shall be signed by the person duly authorised to do so. Tenders submitted by joint ventures of 2 (two) or more firms shall be accompanied by the document of formation of the joint venture, duly signed by all parties involved;
- The attention of the tenderers, its members, and subcontractors is drawn to Section 4(1)(b)(iii) of the Competition Act, 1998, (Act 89 of 1998, as amended in the Competition Amendment Act 18 of 2018 which prohibits collusive tendering;
- By signing the tender proposal, the tenderer declares that all information provided in the tender proposal is true and correct;
- No exclusions to the scope tendered shall be accepted or taken into consideration, and such tender proposals may invalidate the tender;
- Each tender must be delivered as follows:
 - o 1 (one) master, and;
 - o 2 (two) hard copies of the tender, as well as;
 - o 2 (two) soft copies on two separate flash drives.
 - o The master tender must be marked as the "Master Tender," and each copy must be clearly marked as "Copy 1" and "Copy 2". The tenderer must ensure that the "Master Tender" and the prescribed hard copies are identical to the soft copy on the flash drive.

The detailed bid packaging for submission is indicated below in 1.3
- Tenders must be submitted in the tender box on or before the closing date and time, and tenders received after the cut-off time on the closing date will be marked as late and will be rejected;
- Tenders submitted by fax will not be accepted;
- The tender box is open 24 (twenty-four) hours a day, 7 (seven) days a week.

1.1.2 Tender evaluation:

- The procedure for the Evaluation of tenders is to comply with the Preferential Procurement Policy Framework Act, 2000 (**PPFPA**) and Preferential Procurement Regulations of 2022;
- The GIFA is not bound to accept any of the tenders submitted;
- During the evaluation process the GIFA reserves the right to seek clarification from the tenderer

on the salient features of the tender and may request to make a presentation for clarification purposes;¹

- In the event that 2 (two) or more tenderers have scored equal total points, the successful tenderer must be the one scoring the highest points for Preferential Specific Goals. In the event that 2 (two) or more tenderers are equal in all respects, the award must be decided by drawing of lots.²
- The GIFA may issue additional information in the form of a briefing note to all tenderers regarding the tender invite as and when required and may be published on the GPG Tender Portal, the National Treasury e-tender portal or e-mailed to all tenderers.
- The GIFA accepts no responsibility for the failure by the tenderer to receive a briefing note issued, accordingly as set out above.

1.1.3 Tenderer requirements:

- The successful tenderer must be a single legal entity with all other necessary expertise secured via subcontract, or under a joint venture agreement;³
- The GIFA will enter into a contract with a single firm for the delivery of the work set out in this tender;⁴
- Any amendments to any of the information to a tender proposal, post the closing date will not be allowed and will disqualify the tenderer;
- GIFA supports the spirit of Broad Based Black Economic Empowerment (**B-BBEE**) and condemns any form of fronting;⁵
- Any company as well as the involvement of any person, blacklisted by the National Treasury under the "Register for Tender Defaulters in terms of GN 194 of the 11th April 2005 issues in terms of the Prevention and Combating of Corrupt Activities Act, 2004 which has been found guilty in a court of law of fraud or corruption related crimes shall be rejected by GIFA. Any bid including the involvement of any national or provincial public entity other than a financial institution shall be rejected by GIFA;
- Foreign firms providing proposals must become familiar with local condition and laws and take them into account in preparing their tenders;
- Neither the tenderer its members or subcontractors shall directly or indirectly offer or give to any person in the employment of GIFA or any other government official directly involved in the Project any gift or consideration of any kind as an inducement or reward for appointing the

¹ See reference (PPP Manual, Module 3 p 29 Part 5).

³ There should be one lead advisor in the transaction advisory team, who is responsible for managing the deliverables or each member of the consortium and who reports daily to the project officer. The transaction advisor contracts through the lead firm and all members of the consortium participate through subcontracts or via joint venture arrangement (See reference- PPP Manual – Module 3 p. 9).

⁴ Treasury Regulation 16.3.1(d) requires the appointment of a transaction advisor, in connection with a PPP.

⁵ Contract seen as an opportunity to grow number of black consultants in the South African PPP market (Ref: Module 3 p. 10)

tenderer. In the event that any of the prohibited practices contemplated under the above is committed the GIFA shall be entitled to terminate the tenderers bid status and prohibited such from any further participation in the procurement process;

- GIFA may before the award of the tender, **cancel** a tender invitation if:
 - Due to changed circumstances, there is no longer a need for the services specified in the tender invite;
 - Funds are no longer available to cover the total envisaged expenditure;
 - No acceptable tender is received; or
 - There is a material irregularity in the tender process; ⁶
 - Upon detecting that the tenderer submitted false information regarding specified specific goals evidence or any other matter required in terms of this tender after entering into contract, which has affected the Evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the GIFA must inform the tenderer of the detection of inaccuracies and detail thereof;
- Give the tenderer an opportunity to make representation within 14 (fourteen) days as to why the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part
- After considering the representation referred to above, the GIFA may, if it concludes that such information is false, disqualify the tenderer or terminate the contract in whole or in part; and if applicable, in addition to the above remedy, GIFA may:
 - - recover all costs, losses or damages it has incurred or suffered as a result of that bidder's conduct;
 - - Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender;
 - - restrict the contractor, its shareholders, and directors from obtaining businesses from any organ of state for a period not exceeding 10 (ten) years.
- GIFA shall then inform the National Treasury, in writing, of any action taken as per the above, provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state and submit written representation from the tenderer as to why the tenderer should not be restricted from conducting business with any organ of state. The National Treasury must request an organ of state to submit further information pertaining to the matter within a specified period;
- The National Treasury must after considering the representation of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 (ten) years and maintain and publish on its official website a list of restricted suppliers.

1.1.4 Contracting:

- The tender and all contracts emanating from this process will be subject to the General Conditions of Contract issued in accordance with Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) and if applicable and other Special Conditions of Contract;⁷
- The GIFA expects the utmost integrity from each tenderer and that each tender must maintain the highest professional standard when rendering services for this Project. The tenderer will be held accountable for agreed deliverables, professional conduct and integrity through a signed contract between the parties;
- The successful tenderer will liaise primarily with the Project Manager appointed by GIFA and the Project Officer of the Institution or otherwise designated official of the GIFA and the Institution in the execution of an instruction for the rendering of the services. The efficient execution of the Project may require frequent meetings with the tenderer according as to be managed through the Project Steering Committee;
- The GIFA shall enter into a formal contract in addition to the "Letter of Acceptance" and/or Purchase Order being issued in line with the General Conditions of Contract;
- The deliverables schedule to the contract should be a summarised version of the deliverables in the tender and the winning tenderers proposal response as to how they will deliver;
- If any of the conditions on the tender document forms are in conflict with any special conditions, stipulations or provisions incorporated in the tender invitation, such special conditions, stipulations or provisions shall apply;
- This RFP, tender proposal will together with the selected tender will form part of the contract;⁸
- The GIFA shall enter into a formal contract with the preferred tenderer. If the preferred tenderer fails to fulfil the deliverables in line with the signed contract, the GIFA shall be entitled to terminate the contract with the preferred tenderer in accordance with the terms of the contract and within a period of 6 (six) months following the appointment of the preferred bidder call on the second bidder to step in and continue to deliver on the requirements of this tender. The second bidder will not be entitled to change any details regarding its tender and the preferred bidder will have no recourse in claims or damages against the Institution, GIFA or the second appointed bidder.
- It is imperative to note that, if needed, the GIFA reserves the right to stop the process at any phase, milestone or deliverable and terminate the appointment of the service provider. The service provider will be remunerated for all work performed up to the specific phase of termination according to the scope of work. The service provider will have no other recourse to

⁷ Issued in terms of Contract Practice Note 9 of 2007/8, dated 19th of February 2008. Draw attention to general conditions of contract that applies to government bids, contracts and orders

⁸ If the negotiations fail to result in an acceptable contract, the GIFA should terminate the negotiations and invite the next-ranked bidder for negotiations.

government and all work performed and the intellectual property rights thereof will revert to the GIFA.

1.2. VALIDITY PERIOD FOR BID

The tender shall be valid for a period of 120 (hundred and twenty) days. This tender invite does not constitute an offer to enter into a contractual relationship with any tenderer but is merely a solicitation of tender proposals. A tender shall constitute an irrevocable binding offer by the tenderer to the GIFA, which shall remain open for acceptance during the validity period, commencing from the tender closing date.

1.3 BID PACKAGING AND SUBMISSION

The Project is registered with the National Treasury as a PPP. The Feasibility Study is completed and applications for TA1 has been finalised.

1.3.1 Part 1: PROCUREMENT

- Design procurement process
- Prepare bid documents (RFP & draft PPP Agreement), and submit for Treasury Approval (TAIIA)
- Conduct market sounding exercise by communicating with potential bidders and funders
- Perform necessary work to obtain Treasury Views and Recommendations (TVR) : IIA from National Treasury
- Advertise and distribute the RFP
- Develop evaluation tool & evaluate technical, financial, legal, and Local Content
- Assist in the evaluation of responses Make provision for a BAFO process
- Assist in Identifying preferred and reserve bidders
- Prepare value for money report
- Perform necessary work to obtain TVR: IIB

1.3.2 Part 2

- Develop the Negotiation plan and lead negotiations
- Finalize the negotiation process
- Finalise PPP contract management plan
- Oversee the completion of bidder due diligence
- 60 days prior to signing of contract, the institution should give the public, Treasury and DPLG 30 days to comment
- Compile And submit Treasury Views and Recommendations III (TVRIII) report

- After Council authorising execution of PPP Contract, obtain commercial close and sign PPP Agreement
- Obtain financial close and sign all funding documents with financial institutions
- Prepare the Close out report and Case Study

1.3.2.1 Price Proposal

The envelope must contain the following:

- A remuneration proposal of the fixed fee remuneration giving professional cost per deliverable item and total for each part as indicated; ⁹
- While VAT will be paid pro rata for each delivery item in each part of the assignment, it should be indicated as a total sum per part for purposes of this submission;
- Rates and prices are fixed for the duration of tender and are not subject to adjustments except as provided for during negotiations. The GIFA may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenders provided that such negotiations (i) do not allow any preferred tenderer a second or unfair opportunity (ii) is not to be to the detriment of any other tenderer and (iii) does not lead to a higher price than the tender as submitted;
- If the price offered by the tenderer scoring highest points is not market related, the GIFA may not award the contract to that tenderer. The GIFA may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender. If the tenderer does not agree to a market-related price, GIFA may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender. If the tenderer scoring second highest points does not agree to a market related price, GIFA may negotiate a market related price with the third tenderer scoring the third highest price or cancel the tender. If a market related price cannot be reached or agreed with the technically qualified bidders, GIFA may cancel the tender;
- Out-of-pocket expenses, such as travel and materials can be payable by the Institution as a reimbursement of actual overhead costs. The advisor must include bid disbursements costs as part of the total fixed fee. This means that they will have to make a calculation of their anticipated overhead expenditure. ¹⁰
- Bids must be submitted in South African Rand on a fixed price basis;

1.4 BID EVALUATION

The tenders will be evaluated on the basis of the point system as stipulated in the Preferential Procurement Policy Framework Act (Act no: 5 of 2000) and the Preferential Procurement Regulation, 2022. The Evaluation will be based on a points system. The tenderer which achieves the highest total points out of 100 will be recommended by the Bid Evaluation Committee (BEC) as the preferred bidder.

⁹ Reference (Module 3 p 59 para 7.2.2).

¹⁰ Reference: (Module 3 p56 para 6.2.2).

In compliance with the Preferential Procurement Regulations 2022, the 80/20 principle will apply for bid prices between the threshold of R2 000 (two thousand) to R50 000 000 (fifty million). The 90/10 principle will apply for bid prices with a Rand value above R 50 000 000 (fifty million)

In terms of paragraph 3 of the Preferential Procurement Regulations, 2022 the Price and Preference Points System evaluation is based on 80/20 of which points are awarded to bidders, where 20 Points are allocated for specified specific goals and 80 Points for Price only.

1.4.1 Stages

The Evaluation will be done in 2 (two) main stages following adherence to certain compliance requirements.

- Stage 1A: Mandatory Administrative Compliance;
- Stage 1B: Technical/Functionality evaluation;
- Stage 2: Price and Preferential goals evaluation.

Tenderers that do not meet the mandatory Administrative Compliance requirements will not be considered for Stage 1B: Technical/Functionality evaluation. Tenderers who fail to meet the minimum threshold requirements for Stage 1B: Technical/Functionality evaluation will automatically be eliminated and will not be considered for Stage 2: Preference points system.

Evaluation element	Weighting
Stage 1A: Mandatory Administrative Compliance	
Stage 1B: Technical/Functionality evaluation	100 points (with a threshold of 75 points)
Stage 2: Price and Preferential goals evaluation	
➤ Specific Goals Evaluation	20
➤ Price	80

1.4.1.1 Stage 1A: Mandatory Administrative Compliance

The 'Supply Chain Tender Office' in the GIFA, who are responsible for receiving, stamping and registering the tenders will also verify all tenders received against certain requirements set in the tender invite and these will include the following:

1.4.1.1.1 Compulsory/mandatory requirements (eliminating factor)

The following is compulsory requirements for any tender received:

- Tender commitment and declaration of interest must be completed and signed by the tenderer (SBD04);
- Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 must be

completed and signed by the tenderer (SBD6.1)

- The price schedule (RFP06) shall be completed and signed by the tenderer.
- Tenderer in the form of a JV/Consortium, a copy of the JV and/or Consortium Agreement signed by all parties must be submitted as part of the tender.

Failure to comply with any of the above will result in the bid being disqualified.

1.4.1.1.2 Other required documents (non-eliminating factor)

Certain information will be required from the tenderers and should the respective tenderer fail to comply, although important, non-submission will not eliminate the tender but may require some further clarification.

The following information is required

- Proof of registration with the National Treasury Central Supplier Database (CSD) / (MAAA number).
- Where applicable, proof of company registration from the Companies and Intellectual Property Commission (CIPC) or other organisation registration authority must be submitted in the form of certified copies of registration documents;
- Proof of valid Tax Compliance Status (TCS) PIN from South African Revenue Services (SARS) must be submitted by all South African firms submitting for the lead advisory firm and all South African firms to be subcontracted to it for this assignment, or all firms participating in a joint venture, sub-contractors each must provide separate proof of its valid Tax Compliance Status (TCS) PIN with their tender proposal.
- The Audit Financial statements as prescribed by Law issued for the last 2 years/ for the companies that are not required to be audited, the reviewed financial statements for the last two years accompanied by the accountant letter must be provided

1.4.1.2 Stage 1B: Technical/Functionality Evaluation

The technical Evaluation will be evaluated according to the criteria thresholds set out below.

The evaluation criteria below set out (i) the evaluation criteria for measuring functionality (ii) points for each criteria and sub-criteria (iii) the minimum criteria for measuring functionality (iv) reference where category information may be found in the tender.

Points scored for functionality will be rounded off to the nearest 2 (two) decimal places. A minimum threshold of 75 points will be set for technical before the tender will be eligible for Evaluation on Preferential goals and price.

1.4.1.2.1 Technical Score Card

Please refer to Annexure A

1.4.1.3 Stage 2: Price and Preferential Goals evaluation

Under the Price and Preferential goals evaluation the tenderers shall be evaluated based on Preferential goals and Price. The Preferential Goals Evaluation shall be done by identifying the specified specific goals according to points as set out in the table below.

1.4.1.3.1 Preferential goals evaluation

The below outlined specific goals will be used to allocate the 20% preference points.

NO	SPECIFIC GOALS	AIM	Max Score	EVIDENCE
1.	Women owned enterprises	To empower women owned enterprises	5	CSD Report/ South African IDs issued by Home Affairs
2.	Youth owned enterprises	To empower enterprises owned by people under the age of 35 at the close of advert	5	CSD Report/ South African ID as issued by Home Affairs
3.	Enterprises owned by persons living with disability	To empower enterprises owned by people living with disability	5	CSD Report/ Doctors, Medical Certificate confirming disability
4.	Enterprises located in Gauteng (5 points if located in Gauteng and 0 point if outside Gauteng)	To empower enterprises registered within or operating within Gauteng Province	5	CSD Report

The 80/20 preference points system will be used.

Maximum points will be awarded if the tenderer meets the criteria of the specific goal i.e they are female, they have a disability, they are youth and the enterprise location, .

In cases where the tenderer partially meets the criteria for the specific goal (1 to 3) i.e they are 50% female owned, 50% of owners are living with Disability, Youth owned enterprises. the points to be awarded shall be calculated using the following formula:

$$Px = Pe \left(\frac{Pt}{100\%} \right)$$

Where:

Px = Points earned

Pe = allocated points for specific goal

Pt = % that meets the criteria

A bidder should not be disqualified due to non-submission of specific goals evidence, rather, that bidder should score 0 points for the specified goals.

1.4.1.3.2 Price evaluation:

Each tenderer will be evaluated against its price proposal.

A firm fixed price Schedule per deliverable shall be completed in respect of each price item including VAT for each deliverable.

All prices shall be quoted in South African currency.

1.4.1.3.3 Risk evaluation

Tenderers who pass the Price and Preferential goals element shall also be subjected to financial risk evaluation and verified for blacklisting. In addition, a spend analysis will also be done indicating the spend amount over the last 3 (three) financial years. Bidders may be disqualified based on the assessment of the risk.

1.5. BACKGROUND INFORMATION

In order to successfully deliver on this assignment, the tenderer will have to become familiar with background documentation and preparatory work conducted to date for this Project i.e., Phase 1 (Feasibility Study report).

1.6 INTEGRITY AND PROFESSIONAL STANDARD

The GIFA expects the utmost integrity from each tenderer and that each tender must maintain the highest professional standard when rendering services for this Project. The tenderer will be held accountable for agreed deliverables, professional conduct and integrity through a signed contract between the parties.

1.7. RELATIONSHIP MANAGEMENT

The successful tenderer will liaise primarily with the Project Manager appointed by GIFA or otherwise designated official of the GIFA in the execution of an instruction for the rendering of the services. The efficient execution of the Project will require frequent meetings with the tenderer. Meetings will be managed through the Project Steering Committee Charter.

2 INTRODUCTION

The Sedibeng Fresh Produce Market has seen a decline in business over the recent past. The Sedibeng District Municipality intends to revive the existing Sedibeng Fresh Produce Market by refurbishing, expanding the existing infrastructure and introducing the necessary institutional changes required to

enable the market to once more function effectively and comply with current health, municipal and other regulations.

Re-establishing the Sedibeng Fresh Produce Market will attract producers (both large and small) to take advantage of the large customer base, enabling customers of fresh produce to purchase their required goods within the market's catchment rather than travelling to other more remote markets. This will be of specific assistance to Small, Micro and Medium Enterprises (SMMs) who currently need to travel to Johannesburg to get similar goods directly from producers.

The Gauteng Infrastructure Financing Agency (GIFA) on behalf of Sedibeng District Municipality appointed Transaction Advisors to undertake a feasibility study in line with National Treasury Municipal PPP Guidelines to determine most appropriate structure and if the Project can be procured as a Public Private Partnership (PPP). The Feasibility Study has been completed and the Municipality intends to procure this Project through a PPP.

This RFP invites proposals from transaction advisors representing suitable qualified and experienced financial, technical, and legal advisors to assist the GIFA in:

- Undertaking the appropriate procurement of the Project
- Managing the project up to financial close.

The scope of the work is divided into these 2 (two) parts, the transaction advisor needs to submit a single bid in the formats prescribed in this tender.

(Reference to "the transaction advisor" includes the entire advisory team, or relevant members under the management of a single lead advisor who shall contract with GIFA).

3. BACKGROUND

There are currently 19 Government owned fresh produce markets across the country. Although markets are owned and operated mainly by municipalities, in some instances, such as Cape Town, previous municipal owned markets have been privatised. Gauteng has four municipal markets located in: Pretoria, Johannesburg, Springs and Sedibeng.

Despite a move by large retailers to procure fresh produce directly from farmers, many suppliers still prefer to deliver to the market instead of only signing contracts with large retailers such as Pick n Pay, Shoprite Checkers, and Woolworths. Although the reasons for this vary, there is a compelling business case for not being sole supplier to one or two retailers. Keeping a diverse and varied client base is a form of risk mitigation, even for very large commercial farmers. Fresh produce markets therefore have a bright future and will continue to serve a broad spectrum of buyers into the future the informal bakkie buyers who serve the townships.

The Sedibeng Fresh Produce Market however has not seen any significant growth in real terms in turnover, tonnage, and rand per ton over many years. The Sedibeng Fresh Produce Market is regarded as a capital asset to Sedibeng and currently the business performance is rather poor in comparison to over a decade ago then the market was doing well.

Strengths:

There are a number of positive aspects to the Sedibeng Fresh Produce Market. These include:

The facility is structurally reasonable taking into accounts its age;

- Easy access and good road network;
- Excellent visibility from the highway;
- Railway line next to the site;
- Sufficient floor space to expand operations;
- Location in Sedibeng for producers and buyers;
- Additional land owned by the Municipality to expand operations further;
- Job creation;
- Increase in Small, micro and medium Enterprises bakkie businesses who can purchase fresh produce closer to their market.

Weaknesses:

In spite of the need for fresh produce markets to service a spectrum of sellers and buyers, the recent fortunes of the Sedibeng Fresh Produce Market have been mixed and the commercial sustainability of the market is under threat. This is apparent from the following decline in business over the recent past:

- Even though the existing facility can accommodate a maximum of three agents, only two agents currently trade at Sedibeng Fresh Produce Market, the third having recently left. Although this did not have a significant influence on the income of the market over the short term.
- The butchery and canteen have closed down.
- Tonnage through put has steadily declined mainly due to the non-adjustment to sector changes and the declining condition of the market.

The Sedibeng District Municipality developed a turnaround strategy in 2008 in order to ensure Sedibeng Fresh Produce Market becomes economically viable. Some of the objectives of the turnaround strategy included:

- To have a well-run, market driven fresh produce marketing facility capable of optimally meeting the needs and demands of the fresh produce sector and the community in and around Sedibeng;
- To address all matters relating to the future of the market in a diligent, transparent, consultative and cost-effective manner;

- Enhancement of access to economic opportunity for previously disadvantaged persons;
- Providing new impetus to the local economy by unlocking horizontal and vertical integration opportunities embedded in the fresh produce sector.

However, the primary challenge to implementing the turnaround strategy was the lack of funding and until today no turnaround has taken place. Issues that continue to plague the Sedibeng Fresh Produce Market to date include the following:

- Limited human resources to operate the market;
- The building is 40 years old and needs significant upgrades;
- Required institutional changes to respond better to changing market conditions;
- The demand in the area is high enough for an upgrade to be feasible, but to accommodate more fresh produce at the market it will need to have more cold storage facilities, the infrastructure needs to be looked at, the ripening room as well as the market needs to be modernized.
- Competes with all Gauteng based markets and other businesses that trade in fresh produce in its area;
- There is no generator/alternative electricity currently at the market to run the cold rooms and the ripening rooms in the case of load shedding/power outages.
- Waste management is currently a problem, because of the market now falling under the district. Thus the Municipality is not collecting the waste.
- Produce needs to be separated. Certain produce releases a gas that influences the other produce. Onions and potatoes for example need to be stored in a separate location.
- The lighting at the market is incorrect and also influences the shelf life of the produce. More natural lighting from the sun also needs to be introduced.
- The roof leaks and there are doves inside the building, resulting in dove dropping.
- Maintenance backlog;
- Ventilation needs to be replaced;
- Financially, the market does not have a system where a business plan gets set up to ensure that maintenance gets done regularly.

Opportunities:

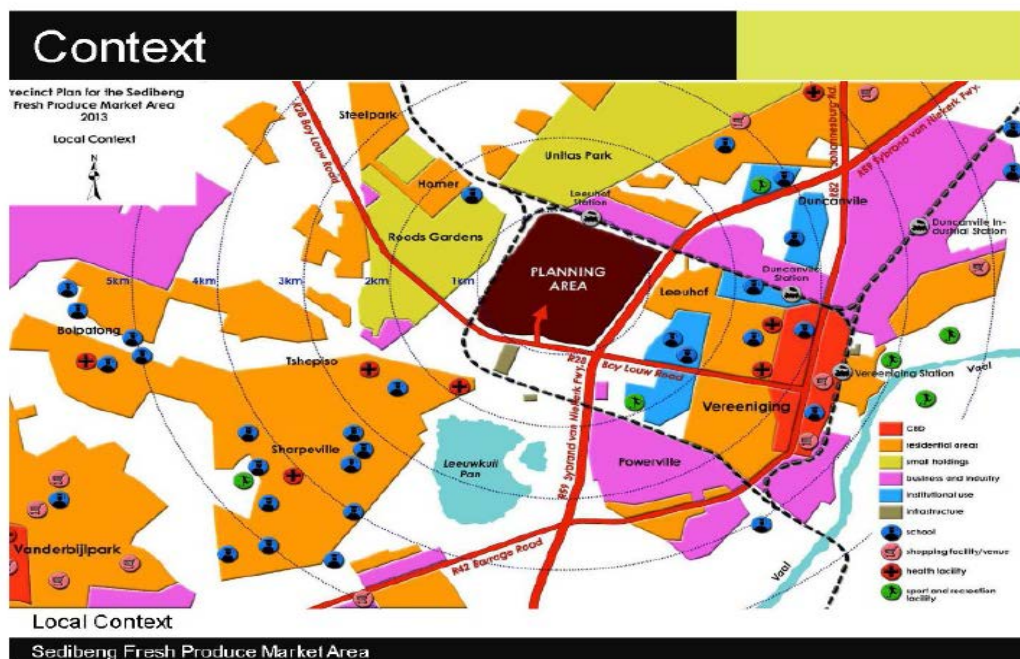
- The bigger markets such as Tshwane and Joburg are saturated;
- The market is ideally located to take advantage of the area surrounding the district municipality;
- The infrastructure is already in place albeit it aged;
- Expand into an agro-processing hub;

Threats:

- Privately owned markets establishing themselves in the area to fill the gap;
- Farmers selling directly to the wholesalers;
- Smaller buyers going to the bigger markets or the producers directly.

Location:

The property of VFPM covers some 9.5ha with approximately half of it fenced in for purposes of the VFPM. It has excellent access to the R59 and a railway line.

**3.2 Needs**

The refurbishment, financing, operations and expansion of the existing infrastructure and introduction of the necessary institutional changes required to enable the market to once more function effectively and comply with current health, municipal and other regulations. The Sedibeng Fresh Produce Market needs to be revived in line with the Project Rebirth Programme and the Codes of Best Practice and once this is achieved the next phase could be the development of an agro-processing hub in the long run.

3.3 Objectives

The objectives for this to identify a Private Party to modernise the existing Sedibeng Fresh Produce Market and to develop an economic sustainable world class agro-processing hub in Sedibeng taking into account technology; innovation to improve the economy of the area. This is to ensure:

- Job Creation
- Economic Growth and Stimulation
- Transforming urban and rural spaces
- Improving education and training
- Introduction of innovation and technology

3.5 Necessary transaction advisor skills and experience

The transaction advisor will comprise a team, managed by a single lead advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in this tender. The transaction advisor has to be sufficiently competent to cost effectively to complete the work necessary for the Institution to meet the stringent requirements of each treasury approval, up to and including financial closure at the end of the procurement phase. Each individual on the team must be personally available to do the work as and when required. The lead advisor will be held accountable in terms of the transaction advisor contract for ensuring project deliverables and for the professional conduct and integrity of the team. The transaction advisor does all the detailed financial, technical and legal work, required to prepare the Institution for a PPP agreement.

The transaction advisors have to bring the following advantages to the Project:

- Experience in similar transactions;
- Access to national and international best practices;
- Technical strength to the Institution and team;
- Enhancement of investor confidence;
- An opportunity for skills development among government officials;
- A single point of accountability for getting the job completed successfully and on time;
- An opportunity to grow the number of black consultants in the South African PPP market by including black consultants in their teams;

The skills and experienced required from the transaction advisor are as follows:

- Contract law;
- Administrative law;
- Insurance law;
- PPP procurement management and structuring;
- Legal skills with relevant South African experience in the drafting and negotiation of PPP agreements, public law and administrative framework;
- Planning management;
- Facilities management;
- Relevant experience in projects similar to this Project;
- Commercial law;
- Contract negotiations;
- Contract management;
- Project management;
- Environmental framework;
- Occupational Health and Safety;
- Economics;
- All technical disciplines relevant to a particular project sector;
- Market Research – development of market strategies;
- Local content;
- Economic, econometric and macro-economic analysis and modelling skills;

- Proven experience in conducting credible social impact studies;
- Financial and technical expertise, including all relevant engineering disciplines;
- Economic and socio-economic analysis.
- Electronic Communication Act .
- SITA Act.
- Information and Communications Technology skills

3.6 Management of the transaction advisor

It is strongly advised that the advisory team is managed by an experienced project manager with relevant qualifications and sector knowledge. The project manager should co-ordinate the activities with various team members. The transaction advisor will be appointed by the accounting authority of GIFA. The accounting officer of the Institution through its relevant appointed official (If in a PPP this will be a Project Officer), in collaboration with GIFA, will manage the work of the transaction advisor directly, take certain binding project decisions and drive the Project on a day-to-day basis on behalf of the Institution.

¹¹ A project manager has been appointed by GIFA to take full responsibility for managing the transaction advisor's work and will be supported by a relevant appointed official and the project team ¹²appointed by the Institution and GIFA for ensuring delivery on the Project. ¹³ The appointed official of the relevant Institution (and if a PPP the Project Officer) will establish a project team (Project Steering Committee) to engage regularly with the transaction advisor for efficiently completing the various delivery items. The Project Steering Committee will meet at least monthly, and the transaction advisor will report progress of these meetings as instructed to the team.

3.7 FOR of appointment of transaction advisor

The deliverables set out under this RFP is expected to take place within **18 months** from the date the agreement has been signed between GIFA and the transaction advisor. The transaction advisor is required to provide a project plan with timeframes as an annexure to their proposal. Details of these milestones and mandatory deliverables and time schedule has to be agreed with the successful tenderer.

Service providers should take note of and provide for this tight timeline in their resource allocation and price proposal, taking due cognisance that the Project will still be delivered in a prudent and diligent manner. Any innovative and creative ideas and proposals to ensure a successful and efficient outcome as far as the aim of the client is concerned would be welcomed in the tender documentation.

¹¹ Preferably the transaction advisor should be hired at the start of the PPP project cycle and retained either until after the signing of the PPP agreement at the end of the procurement phase or in some instances until after the PPP agreement management systems have been embedded down in the development phase of the project term

¹² The project team shall meet regularly with the transaction advisor to receive progress updates, provide project direction, resolve impasses and ensure ongoing Institutional support

¹³ The project officer and the project team play a pivotal role in managing the transaction advisor and hence the transaction advisor should be managed on a day-to-day basis by the project officer and will play the key technical roles in the work of the project team (Ref Module 3 p. 10)

4. SCOPE OF WORK

The appointed transaction advisor must achieve the phases and deliverables as set out in this RFP. It is imperative that the transaction advisor must scope all the deliverables required to reach the required milestones correctly in accordance with the objectives of the Sedibeng Fresh Produce Market project as outlined in sections 3.3 and 3.4 above and should additional deliverables be identified, not mentioned in this RFP to reach the required deliverables, such will not be entertained as a change in scope.

The scope of work for the transaction advisor is set in the following 2 (two) parts below:

Section A: PPP Procurement

The Transaction Advisor will be required to provide the necessary technical, legal and financial advisory support for the procurement of a Private Party. This must be in compliance with all elements of Treasury Regulation 16 to the PFMA.

The Procurement deliverables will entail the following (See details below)

The Project is registered with the National Treasury as a PPP. The Feasibility Study is completed and applications for TVR 1 has been finalised.

- Design procurement process
- Prepare bid documents & draft PPP Agreement, and submit for Treasury Views & Recommendations (TVRIIA)
- Conduct market sounding exercise by communicating with potential bidders and funders
- Perform necessary work to obtain TVR: IIA approval
- Advertise and distribute the RFP
- Develop evaluation tool & evaluate technical, financial, legal and Local Content
- Assist in the evaluation of responses
- Make provision for a BAFO process
- Assist in Identifying preferred and reserve bidders
- Prepare value for money report
- Perform necessary work to obtain TVR: IIB approval

Section B : Support GIFA with PPP Processes from procurement up to financial close.

- Develop the Negotiation plan and lead negotiations
- Finalize the negotiation process
- Finalise PPP contract management plan
- Oversee the completion of bidder due diligence
- 60 days prior to signing of contract, give public, Treasury and DPLG 30 days to comment

- Compile And submit Treasury Views and Recommendations III (TVRIII) report
- After Council authorising execution of PPP Contract, obtain commercial close and sign PPP Agreement
- Obtain financial close and sign all funding documents with financial institutions
- Prepare the Close out report and Case Study

4.1 Section A : PROCUREMENT DELIVERABLES

The transaction advisor is required to work with the GIFA as well as the Institution to manage the procurement process for securing contracts with a private party. All this needs to be in accordance with the systems and standards set out for PPP's in Treasury Regulation 16 and using *National Treasury's PPP Manual and Standardised PPP Provisions*. The transaction advisor will provide advisory services for procurement and contract negotiation to get the Project to reach commercial and financial close. The transaction advisor will be required to assist with tender documentation compilation and assist the procurement process to reach commercial and financial close.

The following stages of the Project have been completed:

Stage 1: Feasibility Study has been completed and the applications for TVR 1 was completed.

Stage 2 : Procurement. A part of Stage 2, i.e. the preparation of the RFQ was completed and the request for TVR 11A for the RFQ have been submitted to National Treasury.

The transaction advisor will have to, amongst other activities and observations as specifically defined in the Municipal Service Delivery and PPP Guidelines, deliver on the following stages:

4.1.1 Part 1: Finalising the Request for Qualification processes:

➤ Part 1a:

- Assist with Evaluation of RFQ to select a minimum limited number of bidding consortia that is technically, financially and experienced to execute the Project and also ascertain the likely reasons for limited interest;

➤ Part 1b: Design tender evaluation criteria and evaluate the responses from tenderers.

➤ Part 1c: Communicate with tenderers on the status of success.

- Call pre-qualified tenderers to a bidder's conference, communicate RFP processes and timelines in line with the procurement plan, and determine whether a 2 (two) stage RFP process will be followed. ¹⁴

¹⁴ The 2-stage process refer to a process where inputs from potential tenderers will be considered and input absorbed in the RFP.

4.1.2 Part 2: Prepare RFP Phase

The transaction advisor must set up a bid specifications system to draft the bid criteria as well as set up a bid evaluation system and criteria to design a suitable bid process that will ensure comparable bids, devise effective systems for communication with bidders and inspire market confidence. The transaction advisor is required to design an appropriate system that allows for variant bids and, if appropriate, lead and conduct a process to engage in a market-sounding exercise. Market responses will be tested in detail, and knowledge can be incorporated into the RFP.

- **Part 2a:** Bidder participation in preparing the final RFP – Call pre-qualified bidders to a bidder's conference, communicate RFP processes and timelines in line with the procurement plan, and decide on whether a 2 (two) stage RFP process will be followed.
- **Part 2b:** Prepare a draft RFP and PPP Agreement, if applicable.
- **Part 2c:** Set up Bidder's Conference and clarification meetings and obtain feedback from bidders.
- **Part 2d:** Draft the final RFP document.
- **Part 2e:** Obtain Treasury Views and Recommendation IIA.
- **Part 2f:** Establish Briefing Session.

4.1.3 Part 3: Choose the Preferred Bidder

The transaction advisor is to provide all necessary administrative support to the GIFA and the Institution for the efficient and professional management of the tender process. This includes managing a data room, facilitating the evaluation process, and assisting with the evaluation (although no scoring is allowed). In addition, assisting the GIFA and the Institution to effectively communicate through briefing notes and help to receive and holding all the tenders for evaluation.

- **Part 3a:** Evaluate the bids
 - Check for completeness and compliance;
 - Set up technical evaluation support teams to evaluate the technical, specified specific goals, and price components of the tenders received;
 - Allow for a process of clarification during Evaluation;
 - Conduct a process to set up the evaluation of all variant tenders after the compliant tenders have been evaluated;
 - Support the process to choose the preferred and reserve bidder;
 - Consider a BAFO process if required and obtain TVR/IIA for the BAFO process.

Note: A best and final offer (BAFO) process may be required. When costing this phase of work, the transaction advisor must allow for the possibility of administering BAFO processes. If there is no BAFO process, the Transaction Advisor's remuneration will be adjusted accordingly.

4.1.4 Part 4: The Value for Money Report

After evaluating the tenders but before appointing the preferred tenderer, the Institution must submit a value-for-money report to the relevant treasury, demonstrating how the criteria of affordability, value for money, and risk transfer were applied in the evaluation of the tenders.

- **Part 4a:** Draft the Value for Money report;
- **Part 4b:** Obtain approval that the preferred tenderer provides the best value for money and that the tender is affordable;
- **Part 4c:** Obtain Treasury Views & Recommendations: IIB (**TVR: IIB**).
- **(Make provision for possible TVR11A and TVR11B for BAFO – if required)**

4.2 Section B: Support with PPP Processes from procurement up to financial close - PPP Agreement Negotiation and PPP Agreement Management Plan

The transaction advisor must assist the Institution in final negotiations with the preferred tenderer. This will involve preparing suitable negotiation terms, categorising issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching an agreement. In addition, the transaction advisor, must ensure that all agreements reached are incorporated into all the financial, commercial and legal documentation and must assist with drafting the necessary and related correspondence.

4.2.1 Part 1: Outline objectives of the negotiations, establish a negotiation team, and strategise;

- Establish initial contact meeting and inform tenderers of the Institutions approach;
- Begin with negotiations by clarifying each party's roles and responsibilities;
- Manage negotiations process and tracking of documentation;
- Generate options for settlement;
- Manage final bargaining process;
- Formal settlement and established schedule for signing the PPP agreement.

4.2.2 Part 2: Obtain TVR: III

The final terms of the agreement, each as negotiated with the preferred tenderer, must be submitted by the Institution, along with the PPP agreement management plan for the Project, for Treasury Views & Recommendations: III (**TVR: III**). In addition, the transaction advisor, must ensure that a comprehensive legal, due diligence of the accounting officer/authority has been completed. This will relate to legal compliance, competence, and capacity to enter the PPP agreement.

- **Part 2a:** Prepare the PPP agreement and management plan;
- **Part 2b:** Complete the legal, due diligence;
- **Part 2c:** Support Public Notice – 60 Days before signing of PPP Agreement the Municipality should give Treasury, the public, and DPLG 30 days to comment.
- **Part 2d:** Compile and submit the TVR III report.

4.2.3 Part 3 : PPP Agreement Signature, Financial Close, Close-Out Report and Case Study

The transaction advisor must help the Institution with all functions related to signing the final agreement. The transaction advisor must also compile a comprehensive close-out report and case study. These must follow the formats prescribed in *Module 5: PPP Procurement of National Treasury's PPP Manual* and must incorporate any additional factors that the Institution may require. The close-out report will be a confidential document of the Institution and will also be lodged with National Treasury. Financial closure signifies that all procurement deliverables, and contractual negotiations, including the PPP agreement and funding terms, have been successfully completed and that the transaction advisor's work is finished, if applicable.

- **Part 3a:** Sign PPP Agreement.(After final Council Resolution)
- **Part 3b:** Reach financial close.
- **Part 3c:** Prepare a close-out-report for complete records of GIFA and the Institution.
- **Part 3d:** Prepare a case study that will become available to the public.

5. REMUNERATION

5.1 Remuneration and disbursement arrangements

Tenderers are advised to tender within this figure and to allocate resources according to the remuneration schedule below. The procurement portion of the work may or may not transpire at the end of the feasibility study and should be costed separately.

All disbursement and management fees must be included in the price proposal.

The transaction advisor must indicate how the tender amount will be split between its various service providers and sub-contractors.

GIFA will require a copy of all subcontracting arrangements that may serve as an Addenda to the service agreement to be signed between the parties.

5.2. Remuneration schedule

The following remuneration schedule in *Table 3* is set for each part of the contract. Tenderers should adhere to these in their proposals. ¹⁵

¹⁵ This is only a pro-forma example of deliverables to be undertaken and should be brought in line with the deliverables as set out in the scope of work as well as ensure that all activities and observations set in the Municipal Service Delivery and Applicable Guidelines are met to achieve the relevant TVR approvals.

Table 3

Description		Professional Fee (excl. VAT)
SECTION A: PROCUREMENT DELIVERABLES		
Part 1	Finalising the Request for Qualification processes Indicate the cost of each sub-section of this part separately -make reference to the scope above (Cost sub-sections separately)	
Part 2	Prepare RFP Phase (Indicate the cost of each sub-section of this part separately -make reference to the scope above)	
Part 3	Choose the Preferred Bidder (Indicate the cost of each sub-section of this part separately -make reference to the scope above)	
Part 4	The Value for Money Report (Indicate the cost of each sub-section of this part separately -make reference to the scope above)	
	Subtotal for Section A	
Section B: Support with PPP Processes from procurement up to financial close - PPP Agreement Negotiation and PPP Agreement Management Plan		
Part 1	Outline objectives of the negotiations, establish a negotiation team and strategise; (Indicate the cost of each sub-section of this part separately -make reference to the scope above)	
Part 2	Obtain TVR: III (Indicate the cost of each sub-section of this part separately -make reference to the scope above)	
Part 3	PPP Agreement Signature, Financial Close, Close-Out Report and Case Study (Indicate the cost of each sub-section of this part separately -make reference to the scope above)	
	Subtotal for Section B	
	VAT @15%	
	TOTAL (Section A+B)	

*Please note that disbursement costs are to be included in the overall fixed fee – See Section 1.3.2.2 above.

Deliverables completed per the remuneration schedule will be approved by the project manager,

after which invoices may be submitted for payment per the remuneration schedule.

Note that additional work may be identified, outside the specification in this terms of reference on the PPP Municipal Manual to be able to reach the respective TRV recommendations and approvals. It is imperative to cost for these risks, and such incidents will under no circumstances be seen as additional scope or cost to this assignment.

Annexure A: Transaction Advisor Technical Scorecard Criteria

TECHNICAL SCORECARD					
Technical proposal		Scoring		Maximum points	Ref
1	Financial and project finance - Skills - Relevant experiences	Skills (Qualification)			
		Senior Financial Expert - Postgraduate qualification in Finance e.g Hons, CA, CFA, Masters in Finance - 5 - Undergrad degree or diploma in Finance or equivalent; e.g BCom/Nat Dipl in Accounting or equivalent – 3 - None or not relevant – 0 <i>(Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose)</i>		5	20
		Junior Financial Expert - Postgraduate qualification in Finance e.g : CA, CFA, Masters in Finance - 5 - Undergraduate: B-Com/Nat Dipl in Accounting or equivalent – 3 - None or not relevant – 0 <i>(Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose)</i>		5	
		Relevant Experience: Project Structuring and Financial Modelling for Senior/Junior resource (one person with the best experience will be scored -) 10 or more similar projects - 10 5 - 9 similar projects - 8 - Less than 5 similar projects – 4 - None or not relevant – 0 <i>(CVs required with relevant projects experience for point scoring purposes)</i>		10	
2	Legal	Skills (Qualification)			20

TECHNICAL SCORECARD					
Technical proposal		Scoring	Maximum points		Ref
	- Skills - Relevant experiences - Successful Negotiation	Senior Legal Expert - Postgraduate: LLM/Masters - 5 - Undergraduate: LLB/B-Proc/B-luris - 3 - None or not relevant - 0 <i>(Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose)</i>	5		
		Junior Legal Expert - Postgraduate: LLM/Masters - 5 - Undergraduate: e.g LLB/B-Proc/B-luris - 3 - None or not relevant - 0 <i>(Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose)</i>	5		
		Relevant Experience for Senior/Junior resource (one person with the best experience will be scored) 10 or more similar projects - 5 5 - 9 similar projects - 4 - Less than 5 similar projects - 2 - None or not relevant – 0 <i>(CVs required with relevant projects experience for point scoring purposes)</i>	5		
		Successful closing of deals (contract signed for the financial or commercial close of the Project) for Senior/Junior resource (one person with the best experience will be scored) 10 or more similar projects - 5 5 - 9 similar projects - 4 - Less than 5 similar projects - 2 - None or not relevant – 0 <i>(CVs required with relevant projects experience for point scoring purposes)</i>	5		
3	Technical skills appropriate to Project	Skills (Qualifications): Project dependent (Copies of the relevant qualification(s) /	15	25	

TECHNICAL SCORECARD					
Technical proposal		Scoring	Maximum points		Ref
	- Skills - Relevant experiences	certificate(s) required for point scoring purpose) Civil/Structural Engineer - Pr.Eng/Honours – 2 - B.Eng/Nat Dipl – 1 Mechanical Engineer - Pr.Eng/Honours – 2 - B.Eng/Nat Dipl – 1 Electrical Engineer - Pr.Eng/Honours – 2 - B.Eng/Nat Dipl – 1 Health and Safety Specialist - OHS related qualification - 1 - No OHS qualification - 0 Quantity Surveyor - Pr. Eng./ Honours- 2 - B.Eng / Nat Diploma - 1 Agricultural Economist - Agricultural Econ - Master/ Honours - 2 - Agricultural economist Degree / Nat Diploma - 1 Marketing Specialist - Post-graduate qualification in Marketing - 2 - Degree or diploma in Marketing - 1 Development Economist - Honours/masters and above Economics - 2 - B.Econ / Relevant Nat Diploma - 1 Relevant Experience similar to the ToR. A score should be allocated to each technical skills category above. Agricultural Economist. 5 or more similar projects – 2 points			

TECHNICAL SCORECARD					
Technical proposal		Scoring	Maximum points		Ref
		- Less than 5 similar projects – 0 Development Economists. 5 or more similar projects – 2 points - Less than 5 similar projects – 0 The remaining 6 technical experts will be issued with a maximum of one point for the project experience of 5 or more similar projects. 5 or more similar projects – 1 point - Less than 5 similar projects – 0 (Maximum of 1 x 6 obtainable = 6 points) (CV's required with relevant project experience for scoring purposes)	10		
4	Company / Consortium Project Related Experience <i>(Note: No points will be awarded if the reference letter does not correspond to the terms of reference and not signed by the respective project owner/sponsor)</i>	Reference letters signed by the respective project owner/sponsor for completed work similar to the terms of reference (<i>i.e. any of the following sectors - Agriculture, Fresh Produce Markets, Commercial Real Estate development, upgrade and refurbishment as well as typical Commercial PPP's with Description / information of the work done and provide references for all the ongoing or completed projects similar to the terms of reference.</i> Project structuring, project finance, and /or value assessment, and/or including financial modeling (relevant experience and track record) 5 projects from the signed reference letters for similar projects as per terms of reference (One (1) point per Project) PPP and Non-PPP procurement or structuring of Real Estate or Commercial PPP projects (relevant experience and track record) 5 projects from the signed reference letters for similar projects as per terms of reference	5	25	

TECHNICAL SCORECARD					
Technical proposal		Scoring	Maximum points		Ref
		(One (1) point per Project) Technical completion of the projects by the technical team (relevant experience and track record) 15 projects from the signed reference letters for similar projects per terms of reference (new construction /refurbishment of commercial real estate. (One (1) point per Project) (Letter could be from Lead Company as well as companies of sub-contracting parties or members of the consortium)	15		
5	Project approach and methodology considering the following 3 requirements : (ensure that the workplan covers all the aspects below) - <i>Rationale and Approach to assignment.</i> - <i>Proposed framework of the required deliverables</i> - <i>Identified risk with mitigation and skills transfer</i>	• Excellent: Important issues addressed innovatively – state-of-the-art approach - details ways of improvement and cover all 3 listed requirements (as listed on the left under point 5) – 5 • Good: Approach specifically tailored to address project objectives and flexible to accommodate changes but covers any 2 listed requirements (as listed on the left under point 5) – 3 • Average: Approach generically tailored to address project objectives - fail to deal with critical characteristic and only covers 1 of the listed requirements (as listed on the left under point 5) - 1 • Poor: Unlikely to satisfy project objectives - misunderstood scope of work and failed to deal with essential characteristics, none of the listed requirements are covered - 0	5	5	
6	Quality of proposed work plan, project team and timetable for the Project considering the following 3 requirements: (ensure that the work plan covers all the aspects below to be awarded points) - <i>Proposed project/work plan with clearly defined tasks, activities, deliverables, allocated resources, and</i>	• Excellent: Decision points and sequencing of time of activities are well defined - work plan permits flexibility and covers all 3 aspects of requirements – 5 • Good: Work plan fits approach – all activities indicated - timing and sequencing of resources is appropriate and consistent with project objectives but only covers 2 of the listed requirements - 3 • Average: Only some activities detailed – some inconsistencies between timing, project deliverables, resource allocation and approach but only covers 1 of the	5	5	

TECHNICAL SCORECARD					
Technical proposal		Scoring	Maximum points		Ref
	<i>corresponding timelines</i> - <i>Proposed project organisational charts / organogram of the project team linking to assignment of roles to tasks and deliverables.(no score if the /</i> - <i>Lead transaction advisor's availability for the work</i>	listed requirements – 1 • Poor: Omits important tasks and timing, activities, resources allocation is not in correlation with project deliverables, none of the listed requirements are covered - 0			
TOTAL				100	
Minimum Threshold score				75	

NOTE: It is imperative to indicate references from the respective sections and annexures of the submitted proposal to support the scoring criteria shown above as follows in your tender proposal:

Section relevant	Reference page	Annexure(s)	Comments if needed



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)