



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EEBU 18-2025.26

TENDER DESCRIPTION:	TENDER TO APPOINT A TRANSACTION ADVISOR TO PROVIDE PROFESSIONAL ADVISORY SERVICES FOR THE LEASING AND DEVELOPMENT OF ROOIWAL POWERSTATION
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

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

BID CLOSING DATE

17 FEBRUARY 2026

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

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



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: ENERGY AND ELECTRICITY BUSINESS UNIT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EEBU 18-2025.26	TENDER TO APPOINT A TRANSACTION ADVISOR TO PROVIDE PROFESSIONAL ADVISORY SERVICES FOR THE LEASING AND DEVELOPMENT OF ROOIWAL POWERSTATION	Energy and Electricity Business Unit	Phillip R. Maswanganye	Date: 20 January 2026 Venue: Rooiwal Power Station : physical Address: M39, R101 (Old Warmbath road), Pretoria, towards Hammanskraal GPS coordinates : 25°33'18. 28°14'15., Time: 10:00	17 February 2026 at 10:00

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

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

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

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

Documents must be deposited in the bid box not later than **10:00 on 17 February 2026**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Phillip R. Maswanganye (012 358 2807 or phillipmas@tshwane.gov.za)
- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or mulondin@tshwane.gov.za)

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

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Declaration for procurement above R10 million (all applicable taxes Included)	MBD 5	
10.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
11.	Contract form: Purchase of goods or works	MBD 7.1	
12.	Contract form: Rendering of services	MBD 7.2	
13.	Declaration of past supply chain management practice	MBD 8	
14.	Certificate of independent bid determination	MBD 9	
15.	General conditions of contract		
16.	Service-level agreement		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

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

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

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

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

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

A. COMPANY

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

An example is shown below:

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

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

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

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

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

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

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

.....
Signature	Date

D. CLOSE CORPORATION

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

An example is shown below:

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

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

SPECIFICATION OR TERMS OF REFERENCE

THE APPOINTMENT OF A TRANSACTION ADVISOR TO PROVIDE PROFESSIONAL ADVISORY SERVICES FOR THE LEASING AND DEVELOPMENT OF ROOIWAL POWERSTATION

1. PURPOSE

To invite an experienced Transaction Advisor (TA) to bid for the provision of professional advisory services for the leasing and development of Rooiwal Power Station.

2. THE OBJECTIVES

The successful service provider (bidder) shall assist the City to draft the Request for Proposal (RFP) for the leasing and development of the Rooiwal Power Station.

3. BACKGROUND

- a) City of Tshwane currently owns the Rooiwal Power Station (Facility) and has realised that the Facility is not generating electrical energy to its full capacity. In this regard the Council of the City of Tshwane has resolved to explore viable means of ensuring that the Facility is generating Energy to its capacity.
- b) The Rooiwal Power station was commissioned in 1963 and the last unit in 1970. The installed capacity for Rooiwal PS is 300MW. The PS comprises five (5) turbo-generator units, each rated at 60MW (Total of 300MW).
- c) The repairs and maintenance budgets remain inadequate to run the power generation to full capacity, and The City does not have adequate technical and financial capacity to leverage on the potential of these assets to enhance the City's energy security
- d) The City of Tshwane wishes to optimise the use of the Facility through de-risking and leveraging third party resources for the refurbishment and upgrade of the assets; and contributing towards meeting its current and future power needs.
- e) The Facility can potentially provide substantial benefits to the City of Tshwane if, amongst others, it is properly refurbished to enable it to possibly generate energy to supplement energy purchased from national supplier Eskom Holdings Limited. If the Facilities are fully functional, they could provide almost 20% of the Energy required by the City of Tshwane and thereby increasing energy security and contribute to alleviating the country's electricity supply deficit.
- f) The City of Tshwane intends to procure suitable and experienced transactional advisor (TA) to assist the city in preparing the documents and providing professional advisory services to assist the City of Tshwane to select and appoint the Bidder to assume ownership, through a lease agreement, of the Rooiwal power station for purposes of generating Energy to the possible maximum capacity of the Facility

City of Tshwane view on the Rooiwal Power Station lease Project

- g) For the potential Bidders, the Project offers an opportunity to provide City of Tshwane with a Proposal for the restoration of the Facility to its possible maximum capacity.
- h) The Project will be implemented on a Lease basis; the Bidder will take ownership of the Facility for the Lease Period with obligations to carry out the Project. On expiry of the Lease Period the ownership of the Facility will revert to the City of Tshwane.
- i) The Project will be implemented through leasing of the Facility to the successful Bidder, then the City of Tshwane intends to conclude a PPA with the successful Bidder for the purchase of the Energy Generated from the Facility.
- j) Accordingly, the Project will, amongst other things, seek to: -
 - i. integrate design, construction, operations and maintenance to achieve optimum lifecycle cost balance.
 - ii. promote a viable risk sharing regime between the Bidder and City of Tshwane; and
 - iii. strive for excellence from the Bidder in the provision of a service based on a payment mechanism that incentivises the Bidder to perform.
- k) The Bidder will be a single legal entity, resident in South Africa for tax purposes and competent to transact with City of Tshwane as such.
- l) The Bidder will be required to assume a substantial portion of all forms of project life-cycle risk (including design, construction, financing, operation, and maintenance risks, and closure of the Facility at the end of the term).
- m) The expected benefits to the municipality- The maximum functioning and operation of the power station will provide the City with reliable energy sources. The key benefits for the City include the following:
 - i. Unlocking rental revenue as part of ongoing measures to enhance the City's cash position.
 - ii. Reducing and/or eliminating maintenance costs.
 - iii. Enhancing residual value.
- n) Once services have commenced, the Bidder will be entitled to sell the electrical energy to the City of Tshwane, and the City of Tshwane will be obliged to buy the Energy from the Bidder on terms and conditions set out in the PPA and approved by NERSA and related authorities.
- o) The CoT wishes to invite an experienced transaction advisor to provide professional advisory service to lease and develop the Rooiwal PS.

4. GLOSSARY OF TERMS

The following acronyms are used in this bid

BEC	Bid Evaluation Committee
BAC	Bid Adjudication Committee
B-BBEE	Broad Based Black Economic Empowerment
CSD	Central Supplier Database
CoT	City of Tshwane
MFMA	Municipal Finance Management Act
MSA	Municipal Systems Act
PSC	Project Steering Committee
RFP	Request for Proposal
RFQ	Request for Qualification
TA	Transaction Advisor

5. DEFINITIONS

The following definitions are used in this tender invite:

- 5.1. **Bidder** means the bidding entity either by way of consortia or joint ventures or individual entity, that bids for the Rooiwal Power Station Project.
- 5.2. **General Conditions of Contract** means the contractual conditions set for arrangements between government institutions and private entities, obtainable from the National Treasury website on www.treasury.gov.za;
- 5.3. **Project** means the development of a Rooiwal Power Station for City of Tshwane.
- 5.4. **Project Steering Committee** means the committee established by the Project Officer to steer the project and to ensure delivery on all project objectives.
- 5.5. **Tenderer** means any prospective professional firm that tenders for the work under this RFP.
- 5.6. **Request for Proposal means** a set of documents issued by the procuring authority that set out: the basis or requirements for submitting the proposal (which documents and in which format and contents the bidder has to submit) and the basis of the evaluation criteria for selecting the preferred bidder or awardee. It is an invitation to the interest bidder to participate in the procurement process.

6. DISCLAIMER

The information contained in these tender documents has been prepared by the City of Tshwane in good faith based on information obtained from various sources. While all reasonable care has been taken in preparing these tender documents the information contained herein does not purport to be comprehensive to have been verified by the City of Tshwane or any of its officers, employee's agents or any other person. Accordingly, neither the City of Tshwane nor any of its advisors make any representation or warranty or give any undertaking express or implied, or accept any liability or responsibility for the adequacy or completeness of any of the information or opinions stated herein or any other written or oral information made available in

connection with this process and nothing contained herein is, or shall be relied upon as, a promise or representation or whether as to the past or the future.

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

The City of Tshwane reserves the right to amend, modify or withdraw or cancel this tender or terminate any of the procedures or requirements prior to closing of the tender and in respect of which this tender has been issued, through public notice to the tenderers. The City of Tshwane 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 City of Tshwane and its staff shall not under any circumstances be liable for any cost, damages or expenses incurred by tenderers as a result of the above amendments, modification or cancelation of this tender.

Tenderers submitting a tender will be deemed to do so on the basis that they have satisfied themselves as to the authority of the City of Tshwane to procure these services and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and local government level) to the subject matter of these services. Tenderers are therefore, at any stage of the procurement phase and service contract, not entitled to request any advice or opinion from anyone or more of the advisors to the City of Tshwane on the competency of the City of Tshwane to procure the services in relation to the Project. The City of Tshwane reserves the right to request clarification on any of the tenders submitted in respect to this tender, without liability to compensate or reimburse the tenderer. Any response by a tenderer to this tender does not imply that the City of Tshwane is assured of the tenderer's financial stability, technical competence or ability in any way to carry out the requirements of this tender.

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

7. SCOPE OF SERVICES REQUIRED

The scope of services expected in terms of the lease and development of the Rooiwal Power Station is detailed below. The successful bidder to be appointed as transactional advisor (TA) will assist the in developing the scope of work (specification) for the request of proposal to be issued by the City as part of the process to lease and develop Rooiwal power station. The TA will advise and assist the city from the start of the transaction until successful financial closure of leasing the Rooiwal power station. The prospective bidders are expected to submit a comprehensive bid with priced deliverables and timelines which corresponds with the scope of work.

7.1. DELIVERABLE 1: INCEPTION REPORT

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

7.2. DELIVERABLE 2: NEED AND STATUS QUO ANALYSIS

The needs and status quo analysis gives definition to the proposed project, preparing the way for the technical solution options analysis. This should, demonstrate that the project aligns with the municipality's strategic pillars / objectives and IDPs. Summarise the municipality's mission and vision statements, its strategic objectives and government policy that determines what the municipality's deliverables are. This should cover demographics, trends, and review of current plans, policies, legislation etc. Identify and analyse the available budget. Demonstrate the municipality's commitment and capacity. Conduct the SWOT analysis (Strength, weakness (limitations), threats and opportunities in the land parcels of the City owned land around Rooiwal Power Station.

7.3. DELIVERABLE 3: TECHNICAL DUE DILLIGENCE

The due diligence stage aims to uncover any technical issues on the power station. It is an unbiased audit of the station. This in-depth analysis will eventually identify potential risks, the advantages and disadvantages of investing in the Power station. This should include but no limited to assessment of all infrastructure assets of the power stations, supporting assets like railway, roads, values assessment, life spans of assets. Undertake analysis and surveys on environmental matters- Air quality, climate and noise (Basic scoping), geo-technical matters, heritage matters, Water Use License, Occupational health and safety, waste management etc.

7.4. DELIVERABLE 4: LEGAL DUE DILLIGENCE

This is a legal and regulatory analysis on the leasing and development of the Rooiwal Power Station. The legal and regulatory analysis will include a review of the Legal Frameworks that may impact the implementation of the project. This will include South African Legislation (National, Provincial, Local) as well as Regulations governing Legislatures. This should cover; Legal issues, Site enablement issues including the following (Land ownership, Land availability and any title deed endorsements, Potential land claims, Lease interests in the land, land consolidation and classification, Zoning rights and town planning requirements. In addition, this should analyse existing contracts which might negatively affect the development of the Power Station.

7.5. DELIVERABLE 5: ECONOMIC AND FINANCIAL ANALYSIS

This is economic sense and soundness of the proposed investment. This should be accompanied by financials to establish commercial viability of the proposed investment in the Power Station. The financials should cover, NPV, IRR, and ROI, Payback period etc. Conduct value for money assessment and determine appropriate transfer of financial risks from the municipality to the private party. Analyse the socio-economic impact of the development. A report should cover these elements and beyond.

7.6. DELIVERABLE 6: STAKEHOLDER ANALYSIS

The Transaction Advisor shall identify and conduct an overview of each of the participating organizations involved in the Project, including the public and private sectors, as well as organized labour as part of the stakeholder engagement analysis. This should consider employees currently employed at the station. Develop a plan of consultation and absorption guided by the Labour relations act and other relevant legislation or policies.

7.7. DELIVERABLE 7: RISK ASSESMENT

The TA to conduct comprehensive risks assessment of the development. This should consider all relevant risks of the project. A risk matrix and register should be developed.

7.8. DELIVERABLE 8: PROCUREMENT PLAN

Investigate and analyses procurement option of the development, leasing been the first priority. Analyse these options against applicable legal legislation – (National, Provincial, and local). This should include development of RFP and contract.

7.9. DELIVERABLE 9: PARTICIPATE IN COMMITTEES

The TA is expected to participate in the Bid Specification Committee (BSC) and Bid Evaluation Committee (BEC) established to process the bids.

7.10. DELIVERABLE 10: PARTICIPATE IN NEGOTIATIONS

The TA is expected to assist the city in contract negotiations. The required assistance will be detailed in the service level agreement.

7.11. DELIVERABLE 11: PUBLIC PARTICIPATION

The TA in consultation with the City shall arrange the Public Participation or Consultation where necessary.

7.12. DELIVERABLE 12: MANAGEMENT OF THE TRANSACTION ADVISOR

A TA should nominate a liaison(s) an experienced professional(s) to manage the TA team. A professional should coordinate the activities of various TA team members.

The City of Tshwane will establish a project team (Project Steering Committee) to engage regularly with the TA to efficiently complete the various delivery items. The Project Steering Committee will meet at least monthly, and the TA's liaison (s) will report progress at these meetings.

7.13. DELIVERABLE 13: REPORTING

7.13.1. In addition to the above, meetings will be scheduled to coincide with the key deliverables of the TA in the delivery of the project.

7.13.2. The City of Tshwane's Chief Operation Office (COO) or the nominee will verify and confirm that the TA has satisfactorily completed each delivery before invoices can be submitted for payment or compensation to be approved.

7.13.3. Within two months from the commencement date, the TA will submit an Inception Report giving a detailed work plan and assignments for everyone in the team. This is a report to guide the timelines and deliverables as expected from the appointed TA.

7.13.4. The TA will submit monthly progress reports as may be agreed to describe the progress of work and further planned actions, an updated work schedule, and any key constraints encountered by the team in the performance of the activities.

7.13.5. The monthly detailed progress report and presentation (Microsoft PowerPoint) in the following format Microsoft Word, PDF is required.

7.13.6. The reports submitted by the TA will be approved within such a period as will be agreed with the City of Tshwane, to ensure that there are no delay or

disruptions to the TA activities. Reports will be submitted in respect to key deliverables for decision making and approval.

8. SPECIAL CONDITIONS

- 8.1. These Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract and SLA entered.
- 8.2. The successful bidder (transactional advisor) will be required to enter into a service level agreement (SLA) with the City before commencement with any work.
- 8.3. This bid and all contracts emanating there from this bid will be subject to the General Conditions of Contract (GCC). The Special Conditions are supplementary to those of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with General Conditions of Contract, the Special Conditions of the Contract prevail.
- 8.4. Shortlisted bidders may be invited for a presentation.
- 8.5. The successful bidder will be expected to develop and submit the technical methodology that must outline the approach and plan of the successful bidder in implementing the deliverables of this bid. The technical methodology will form part of the basis for service level agreement content and project charter. The technical methodology must be agreed upon and approved by the City's technical team before any commencement with the work.
- 8.6. No service may be provided without an official purchase order.
- 8.7. Failure to comply with any of the conditions and special conditions may lead to termination of the contract.
- 8.8. In the case of a joint venture or consortium bid for the tender, an agreement of the parties should be submitted, and relevant documents submitted. A team constituted for the sake of submission should be maintained when the bidding is successful.
- 8.9. Following appointment, the successful service provider shall submit a letter to the City of Tshwane confirming the composition of the team members as per bid submission or equivalent team members with similar credentials, failure shall lead to immediate termination.

- 8.10. A successful bidder will receive a written notification of appointment through email from the COT Supply Chain Management, and no payment or compensation is required from the bidder. The City will not be liable for misrepresentation as result of solicitation of inducement or bribe.
- 8.11. All Bidders must continuously monitor amendments that may be made on the City the e-Tender website for the above bid. The City will not be held liable/responsible if Tenderers do not view responses to questions/queries/comments which were posted on the e-Tender portal and the City's website.
- 8.12. The expected team should jointly be led by a Professional Commercial Legal Advisor or an Economics/Finance Advisor. The technical team should be led by the professional registered Electrical/Mechanical Engineer with ECSA and Professional Project Manager/ Registered with the South African Council for the Project and Construction Management Profession (PrCPM).
- 8.13. The following are proposed and expected Transactional Advisors team members.

NUMBER	PROFESSIONAL LEGAL AND FINANCIAL SERVICE
1	Commercial legal/Law professional
2	Economics/ Finance professional (SAICA. SAIPA, CIMA)
3	PROFESSIONAL TECHNICAL TEAM
4	Professional Project Management (SACPCMP)
5	Professional Town Planning (SACPLAN)
6	Professional Architectural (SACAP)
7	Professional Civil/Structural Engineer (ECSA)
8	Professional Electrical Engineer (ECSA)
9	Professional Mechanical Engineer (ECSA)
10	Professional Quantity Surveyor (SACQS)
11	Professional Property Valuer (SACPVP)
12	Professional Environmental Specialist (Registered EAP/ Pr. Sci. Nat) The Environmental Assessment Practitioners Association of South Africa (EAPASA)

	The Council for Natural Scientific Professions (SACNASP)
13	Heritage Specialist
14	MFMA Procurement Specialist

- 8.14. An experienced bidder in providing professional advice on local government guided by municipal legislation, especially on contract management, will have added advantage.

9. DURATION OF APPOINTMENT OF TRANSACTION ADVISOR

- 9.1. The deliverables set out under these terms of reference will be guided by the proposed period and will be part of the agreement between the City and the successful Transactional Advisor. In addition, the Transaction Advisor is required to provide a project plan with timeframes (Technological methodology) as part of their proposal to be submitted before commencement with any work to the CoT's project team. Details of these milestones and mandatory deliverables, and schedule must be agreed with the successful TA before commencement of any work. And will be enforced through service level agreement to be signed with the successful bidder.
- 9.2. The TA's appointment will commence as soon as the contract has been signed and end once financial close is reached with the successful bidder, it is expected that the duration of advisory services (TA) required by the city will be for period of three years (36 months).

10. INFORMATION

Additional information as may be deemed appropriate must be submitted.

11. ADDING VALUE

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

12. COST OF SUBMISSION OF PROPOSAL

The City is not responsible for any costs incurred by the service providers in the process of developing the proposals. The submitted budget (tendered prices) for this service must incorporate all expenses to be incurred by the service provider.

13. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The ownership of all Intellectual Property Rights associated with this work will be vested within the City, for its exclusive use, or for use by the City of Tshwane Group Property, Energy and Electricity Business Unit, Group Financial services and Group Legal Services. Whereas any other stakeholder requires the City's prior consent to use all work developed within the assignment.

14. COMPLIANCE

- 14.1. The proposal must either conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Proposals strictly sticking to specifications are preferred. Offers exceeding the minimum requirements of the specifications are acceptable. Minor deviations may be considered.
- 14.2. This document will be a binding contract between the successful service provider and the City once the proposal has been accepted by the organization and will be enforced through the service level agreement (SLA).
- 14.3. Service providers are at liberty to discuss any technical aspects of this bid with the City of Tshwane and enquiries must be referred to:

Bid enquiries:

All technical enquiries of this bid shall be in writing and can be directed to **Phillip Maswanganyi at email address: rooiwalpower@tshwane.gov.za**

15. NON-COMPLIANCE WITH DELIVERY TERMS

15.1. As soon as it becomes known to the City that the incumbent will not be able to render services within the expected period and/or against the quoted price and/or as specified, the City must be given immediate written notice to this effect. In instances of non-compliance with certain sections of the contract by the service provider, the City reserves the right to terminate the agreement. The non-compliance clause will be enforced through service level agreement (SLA) to be signed with the successful bidder.

16. CONFIDENTIALITY

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

17. COPYRIGHT

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

18. NON-COMMITMENT

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

19. FRAUD AND CORRUPTION

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

20. REVIEW PROCESS

Compliance with requirements:

- a. To evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure that a bid is regarded as responsive it is imperative to comply with all conditions and to state whenever there are deviations.
- b. Documents submitted on time by bidders shall not be returned and shall remain the property of the City.

21. REASONS FOR REJECTION

- 21.1. The City will not accept the late bid submissions after closing date and time. The City reserves the right to disqualify bids that are not according to specification/Terms of Reference. Bidders must clearly indicate compliance or non-compliance with specification/Terms of Reference.
- 21.2. Bidders shall not contact the City or Energy and Electricity Business Unit (EEBU) on any matter pertaining to their bid from the time the bids are closed to the time the bid has been awarded. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter may result in rejection of the bid concerned. The City shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 21.3. All bidders/directors of the bidding entity that have been backlisted by National Treasury, or/ and any defaulters will be disqualified.

22. PARTIES NOT AFFECTED BY WAIVER OR BREACHES

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

23. TERMINATION FOR DEFAULT

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

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

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

The above conditions of termination will be enforced through the service level agreement to be signed with the successful bidder

24. RETENTION

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

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

25. SCREENING AND VETTING

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

26. CLIENT BASE

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

27. SERVICE LEADER

The Service leader is the City of Tshwane's Electricity and Energy Business Unit (EEBU) Department that has requested the service.

28. PHASES OF EVALUATION / CRITERIA FOR SELECTION OF SERVICE PROVIDERS

The bid evaluation and finalisation process will be done in four Stages as follows:

Stage 1: Administrative Compliance

Stage 2: Mandatory requirements

Stage 3: Functionality Criteria

Stage 4: Preferential Point System

28.1. STAGE 1: ADMINISTRATIVE COMPLIANCE

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

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement, signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.		All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		“Tippex” corrections, no pencil, no other colour ink, or non-submission of the MBD forms , will be considered)?
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
		correction ink, on the price schedule.

All bidders are expected to complete in full and comply with all administrative requirements and compliance of this bid. Failure to comply with the administrative requirements will disqualify the tender from further evaluation for stages 2, 3 & 4.

28.2. STAGE 2: MANDATORY REQUIREMENTS

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

Key personnel and area of speciality	Minimum Required Qualifications and Experience (Required document for evidence)
FINANCIAL ACCOUNTING, REPORTING, MODELLING	
Financial Specialist (Economics/Accountants)	<ul style="list-style-type: none"> Submission of certified copies of bachelor's degree (NQF Level 7) qualification in Finance/ Economics with the relevant professional registration. Proof of Professional registration with Finances/Accounting/Economic professional bodies (like SAICA, CIMA, SAIPA etc)
	<ul style="list-style-type: none"> Detailed CV for Relevant Experience in transactional advisory services in terms of finances, economics and accounting services clearly stating the minimum work experience in each field is at least three years transaction advisory services
LEGAL COMPLIANCE DUE DILIGENCE	
Legal Practitioner	<ul style="list-style-type: none"> Submission of certified copies of bachelor's degree (NQF Level 7) qualification in Legal/ Law Qualifications. Proof of being Admitted

Key personnel and area of speciality	Minimum Required Qualifications and Experience (Required document for evidence)
	attorney, Admitted Advocate & professional membership with law bodies (Legal Practice Council / Law Society of South Africa / The National Bar Council of South Africa)
	<ul style="list-style-type: none"> • Detailed CV for Relevant Experience in transactional advisory services in terms of legal services of minimum of three years
REQUIRED ENGINEERING AND TECHNICAL SERVICES TEAM MEMBERS	
Professional Project manager	A copy of NQF 7 Qualifications in Built Management/power project management, Degree in project management (NQF level 7) and minimum of 7 years' experience with registration with SACPCMP.
Electrical Engineers	Submission of certified copies of bachelor's degree (NQF Level 7) qualification in electrical engineering. And Detailed CV showing minimum of 7 years' experience as an ECSA registered professional in power generation, transmission and distribution
Mechanical Engineers	Submission of certified copies of bachelor's degree (NQF Level 7) qualification in mechanical engineering. Detailed CV showing minimum of 7 years as an ECSA registered professional experience in mechanical engineering in power generation
Civil (Structural) Engineers	Submission of certified copies of bachelor's degree (NQF Level 7) qualification in Civil/Structural engineering and detailed CV showing minimum of 7 years as an ECSA registered professional in civil/structural engineering in power generation.

Key personnel and area of speciality	Minimum Required Qualifications and Experience (Required document for evidence)
Quantity Surveyor and Experiences	<ul style="list-style-type: none"> • Submission of certified copies of bachelor's degree (NQF Level 7) qualification in quantity surveying Qualifications. Proof of Professional registration with Quantity Surveying professional bodies (SACNASP/ EAPASA). • Detailed CV for Relevant Experience in terms of quantity surveying, minimum of three years' experience.
Town planner	<ul style="list-style-type: none"> • Submission of certified copies of bachelor's degree (NQF Level 7) qualification in quantity surveying Qualifications
	<ul style="list-style-type: none"> • Detailed CV for Relevant Experience in transactional advisory services in terms of quantity surveying, minimum of three years' experience.
Professional Architect	<ul style="list-style-type: none"> • Submission of certified copies of bachelor's degree (NQF Level 7) qualification in architecture qualifications
	<ul style="list-style-type: none"> • Detailed CV of Relevant Experience in transactional advisory services in terms of professional architecture, minimum of three years' experience.
Property valuer	<ul style="list-style-type: none"> • Submission of certified copies of bachelor's degree (NQF Level 7) qualification in property valuations. Proof of Professional registration with property valuation professional body SACPVP
	<ul style="list-style-type: none"> • Detailed CV for Relevant Experience in transactional advisory services in terms of property valuation, minimum of three years' experience.
Environment management	<ul style="list-style-type: none"> • Submission of certified copies of bachelor's degree (NQF Level 7) qualification in

Key personnel and area of speciality	Minimum Required Qualifications and Experience (Required document for evidence)
	environment management. Proof of Professional registration with professional environment bodies (EAPASA/
	<ul style="list-style-type: none"> Detailed CV for Relevant Experience in transactional advisory services in terms of environment management, minimum of three years' experience.
National Heritage management	<ul style="list-style-type: none"> Submission of certified copies of bachelor's degree (NQF Level 7) qualification in heritage management. Professional registration with Professional bodies like Associate Heritage Practitioners (APH) or South African Heritage Resources Agency (SAHRA)
	<ul style="list-style-type: none"> Detailed CV of Relevant Experience in transactional advisory services in terms of heritage management, minimum of three years' experience.
Public Procurement/Supply Chain Management	<ul style="list-style-type: none"> Submission of certified copies of bachelor's degree (NQF Level 7) qualification in public procurement/supply chain management. Professional registration with Professional bodies in public procurement/supply chain management
	<ul style="list-style-type: none"> Detailed CV of Relevant Experience in transactional advisory services in terms of public procurement management, minimum of three years' experience

28.3. STAGE 3: FUNCTIONALITY CRITERIA

The succinct proposal must include a résumé of the team members allocated to the selected services of project. The CVs must indicate the expertise and experience that each brings to the contract

All submitted bids that have successfully passed stages 1 and 2 will be evaluated in terms of functionality criteria (stage 3). Each Bidder will be scored in each criteria out of a predetermined maximum number of points. The relative numbers of points available in respect of the various criteria will vary to reflect the relative importance of each category. The following criteria and weights will be applied when bids are assessed for Stage 3

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Company Experience (Transactional Advisory Services)				
Bidders are expected to indicate relevant experience and demonstrate the following: <ul style="list-style-type: none"> Provide proven experience with relevant Transactional Advisory Services with relevance in engineering, energy, financial, economic analysis and legal expertise. TA service should outline proven track record in respect of the subject matter by through the number of projects of similar scope completed in the past through the submission of testimonial or reference letters with contactable references. The project must fall within engineering in electrical energy generation and procurement. 	5 or more written testimonial or reference letters completed transactions/projects of over R5 Million 3 to 5 written testimonial or reference letters of completed transactions/projects of over R5 Million 1 to 3 written testimonial or reference letters of completed transactions/projects of over R5 Million	5 4 2	6	30
PROJECT TEAM EXPERIENCE				
Financial Specialist (Economics/Accountants) (Attach Curriculum Vitae)	Above 8 years' experience Above 3 up to 8 years' experience 3 Years Experience	5 3 1	1	5
Legal Practitioner (Attach Curriculum Vitae)	Above 8 years' experience Above 3 up to 8 years' experience 3 Years Experience	5 3 1	1	5
Built Environment Technical Team 1: Professional Project Manager (Attach Curriculum Vitae)	Above 12 years' experience Above 7 up to 12 years' experience 7 Years Experience	5 3 1	2	10
Built Environment Technical Team 2: Town Planner experiences (Attach Curriculum Vitae)	Above 8 years' experience Above 3 up to 8 years' experience 3 Years Experience	5 3 1	1	5

Built Environment Technical Team 3: Professional Architect experiences (Attach Curriculum Vitae)	Above 8 years' experience	5	1	5
	Above 3 up to 8 years' experience	3		
	3 Years Experience	1		
Built Environment Technical Team 4: Civil Engineer or structural (Attach Curriculum Vitae)	Above 10 years' experience	5	1	5
	Above 7 up to 10 years' experience	3		
	7 Years Experience	1		
Built Environment Technical Team 5: Mechanical Engineer (Attach Curriculum Vitae)	Above 10 years' experience	5	1	5
	Above 7 up to 10 years' experience	3		
	7 Years Experience	1		
Built Environment Technical Team 6: Electrical Engineer or Technologist (Attach Curriculum Vitae)	Above 10 years' experience	5	1	5
	Above 7 up to 10 years' experience	3		
	7 years' experience	1		
Built Environment Technical Team 7: Quantity Surveyor experiences (Attach Curriculum Vitae)	Above 8 years' experience	5	1	5
	Above 3 up to 8 years' experience	3		
	3 Years Experience	1		
Built Environment Technical Team 8: Property valuer experiences (Attach Curriculum Vitae)	Above 8 years' experience	5	1	5
	Above 3 up to 8 years' experience	3		
	3 Years Experience	1		
Built Environment Technical Team 9: Environmental Specialist (Attach Curriculum Vitae)	Above 8 years' experience	5	1	5
	Above 3 up to 8 years' experience	3		
	3 Years Experience	1		
Heritage Technical Team 10: Experiences (Attach Curriculum Vitae)	Above 8 years' experience	5	1	5
	Above 3 up to 8 years' experience	3		
	3 Years Experience	1		
Public Procurement/Supply Chain Management Team 11: Procurement Specialist (Attach Curriculum Vitae)	Above 8 years' experience	5	1	5
	Above 3 up to 8 years' experience	3		
	3 Years Experience	1		
Total				100

NB: Bidders must SCORE minimum of 70 points of the total 100 points, to be considered for the next stage of price evaluation. The bidders who score less than 70 points will not proceed to Stage 4 evaluation

Service providers that have misrepresented on required information will be disqualified

28.3.1. Stage 4: PREFERENTIAL POINTS SYTEM

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points for Specific goals

Specific Goals

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

The specific goal for this bid is outlined below. Bidders are to submit supporting documents as outlined below to be eligible for points.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none">• Level 1• Level 2• Level 3• Level 4• Level 5• Level 6• Level 7• Level 8• Non-compliant	<ul style="list-style-type: none">• 8 Points• 7 Points• 6 Points• 5 Points• 4 Points• 3 Points• 2 Points• 1 Point• 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small

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

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

Note 1

- The City of Tshwane reserves the right to accept offered prices or to counter offer the offered prices of the acceptable bidders who are successful on all three phases in accordance with the budget availability and benchmarking with other municipalities/provincial/national departments for similar services
- The City of Tshwane reserves the right to make a counter-offer process, and the City of Tshwane prices shall be final

29. PRICING DATA

29.1. Pricing Instructions

a) Preamble

- i.) This preamble to the Schedule of Rates provides the tenderer with guidelines and requirements with regard to the completion of the Schedule of Rates. The Schedule must be completed in black ink and the tenderer is referred to the Tender Data regarding the correction of errors.
- ii.) The Schedule of Rates shall be read with all the documents which form part of this Contract.
- iii.) The tendered rates shall include full compensation for overheads, profits, incidentals, duties, levies, taxes (except VAT), and for the completed items of work as specified.
- vi.) Reference shall be made to the Conditions of Contract and Special Conditions of Contract regarding Provisional and Prime Cost Sums.

b) Rates (General)

- i) The tenderer must fill in a rate for each item where provision is made for it, even where no quantities are given. Items against which a word or phrase such as "included" or "provided elsewhere" have been entered, will be accepted as a rate, percentage or rate of nil (R0,00) having been entered against such items. Any work executed to which such a pay item applies shall be measured under the appropriate item in the Schedule of Rates and valued at a rate or percentage of nil (R0,00). The rates of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

Item(s) against which no rate or phrase such as "included" or "provided elsewhere" is entered will be regarded as non-responsive and will lead to the whole tender being disqualified.
- ii) The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. The intention is that, although no work is foreseen under

such item and no quantities are consequently given in the quantity column (if any), the tendered rate shall apply should work under this item be actually required.

- iii) The tendered rates shall be valid irrespective of any change in the quantities during execution of the contract.
- iv) The tenderer shall not group together a number of items and tender one rate for such group of items.
- v) All rates and sums of money quoted in the Schedule of Rates shall be in South African Rands (ZAR) and tenth fraction of the cents. Fractions of a cent shall be discarded.
1)Example, R5.20 not R5.21; R10.50 not R10.55.
- vi) A tender may be rejected if the unit rates or percentage for some of the items in the schedule of rates are unreasonable or out of proportion in the opinion of the employer.
- vii) Subject to the conditions stated in paragraph vi, the rates filled in by the tenderer in the schedule of rates shall be final and binding. Should there be discrepancies between the tender sum and the correctly extended and totaled schedule of Rates, the correction method as stated in the tender data shall be applied. In such an event the contractor may be consulted where-after failing agreement to the adjusted rate(s) by the tenderer, the decision of the employer will be final and binding otherwise the tender as a whole shall be disqualified. In their own interests' tenderers should make sure of the correctness of their tendered rates, the extensions and the tender sum.

29.2. Pricing Schedule

ITEM	DELIVERABLES	INDICATIVE DURATION (WEEKS)	PRICE PER DELIVERABLE (VAT EXCL.)
1	Inception Report		R
2	Needs Analysis Report		R
3	Technical due diligence Report		R
4	Legal due diligence Report		R
5	Economic and Financial Analysis Report		R
6	Stakeholder Analysis Report		R
7	Risk Assessment Report		R

8	Procurement Plan Report with RFP and Contract		R
9	Number of SCM Committee meetings		R
10	Number of Negotiation meetings		R
11	Public participation meetings		R
12	Disbursements (NB – This can be distributed as per deliverable)		R
SUBTOTAL			R
VAT at 15%			R
TOTAL BID PRICE			R

Note 1

- The City of Tshwane reserves the right to accept proposed offered prices or to counter offer the proposed offered prices of the acceptable bidders who are successful in all phases in accordance with the budget availability and benchmarking with other municipalities/provincial/national departments for similar services
- The City of Tshwane reserves the right to make a counter-offer process, and the City of Tshwane prices shall be final
- **Other expenses:** The tendered prices must be inclusive of other expenses relevant to the successful execution of the scope of work of this bid.

30. PRICING

30.1. All prices must be in South African Rand value and must be inclusive of VAT. Fees will be payable in South African Rands, on satisfactory completion of the assignment and or deliverables. The City reserves the right to negotiate the cost of deliverables reflected where deemed necessary.

30.2. Bidders are required to prepare the responses based on the Price considering the scope of work.

- 30.3. Payment and the Price will be according to deliverables completed.
- 30.4. Disbursement claim can be processed as per deliverable guided by the percentage split determination that has been agreed between the bidder and the city
- 30.5. The all-inclusive price for each deliverable and timelines which correspond with the scope of work must be submitted with the bid.

31. AWARD OF A CONTRACT

- 31.1. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The objective criteria to be used in this instance will be the experience of the team members and the number of successful projects carried out by the successful bidder/s.
- 31.2. Before a bid is adjudicated or at any time, it may be required from a bidder to substantiate claims it has made regarding preference points claimed.
- 31.3. Points scored will be rounded off to the nearest 2 decimals. If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	EEBU 18-2025.26	CLOSING DATE:	17 February 2026	CLOSING TIME:	10:00
DESCRIPTION	TENDER TO APPOINT A TRANSACTION ADVISOR TO PROVIDE PROFESSIONAL ADVISORY SERVICES FOR THE LEASING AND DEVELOPMENT OF ROOIWAL POWERSTATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Phillip R. Maswanganye
CONTACT PERSON	Mulondi Rasekgala	TELEPHONE NUMBER	012 358 2807
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	phillipmas@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>	
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>		

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number EEBU 18-2025.26
Closing Time	Closing Date

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

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

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

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number EEBU 18-2025.26
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

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

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

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

- | | | |
|-----|--|------------------|
| 1 | Are you by law required to prepare annual financial statements for auditing? | *YES / NO |
| 1.1 | If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. | |
| | | |
| | | |
| 2 | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? | *YES / NO |
| 2.1 | If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. | *YES / NO |
| 2.2 | If yes, provide particulars. | |
| | | |
| | | |
| | | |
| | | |
| 3 | Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | *YES / NO |
| 3.1 | If yes, furnish particulars | |
| | | |
| | | |
| 4.1 | Will any portion of goods or services be sourced from outside | *YES / NO |

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	Points
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender

is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \qquad \text{or} \qquad 90/10$$

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 	<ul style="list-style-type: none"> 8 Points 7 Points 6 Points 5 Points 	

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
<ul style="list-style-type: none"> • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

CONTRACT FORM: RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EEBU 18-2025.26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **EEBU 18-2025.26**

TENDER TO APPOINT A TRANSACTION ADVISOR TO PROVIDE PROFESSIONAL ADVISORY SERVICES FOR THE LEASING AND DEVELOPMENT OF ROOIWAL POWERSTATION

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

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

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature Date

.....
Position Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- | | |
|---|--|
| 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract | 18.1 No variation in or modification of the terms of the contract shall be made amendments except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> |

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)