

|                                                                                                                                                              |          |                                           |          |                    |                                   |                      |          |             |          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------|----------|--------------------|-----------------------------------|----------------------|----------|-------------|----------|--|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA |          | <b>Provincial Supply Chain Management</b> |          |                    |                                   |                      |          |             |          |  |
|                                                                                                                                                              |          | <b>INVITATION TO BID</b>                  |          | <b>Page 1 of 4</b> |                                   |                      |          |             |          |  |
| <b>BID NUMBER</b>                                                                                                                                            |          |                                           |          |                    |                                   |                      |          |             |          |  |
| <b>BID DESCRIPTION</b>                                                                                                                                       |          |                                           |          |                    |                                   |                      |          |             |          |  |
| <b>CUSTOMER DEPARTMENT</b>                                                                                                                                   |          |                                           |          |                    |                                   |                      |          |             |          |  |
| <b>CUSTOMER INSTITUTION</b>                                                                                                                                  |          |                                           |          |                    |                                   |                      |          |             |          |  |
| <b>BRIEFING SESSION</b>                                                                                                                                      | <b>Y</b> |                                           | <b>N</b> |                    | <b>SESSION COMPULSORY</b>         |                      | <b>Y</b> |             | <b>N</b> |  |
|                                                                                                                                                              |          |                                           |          |                    | <b>SESSION HIGHLY RECOMMENDED</b> |                      | <b>Y</b> |             | <b>N</b> |  |
| <b>BRIEFING VENUE</b>                                                                                                                                        |          |                                           |          |                    | <b>DATE</b>                       |                      |          | <b>TIME</b> |          |  |
| <b>COMPULSORY SITE INSPECTION</b>                                                                                                                            | <b>Y</b> |                                           | <b>N</b> |                    | <b>DATE</b>                       |                      |          | <b>TIME</b> |          |  |
| <b>SITE INSPECTION ADDRESS</b>                                                                                                                               |          |                                           |          |                    |                                   |                      |          |             |          |  |
| <b>TERM AGREEMENT CALLED FOR?</b>                                                                                                                            |          | <b>Y</b>                                  |          | <b>N</b>           |                                   | <b>TERM DURATION</b> |          |             |          |  |
| <b>CLOSING DATE</b>                                                                                                                                          |          |                                           |          |                    | <b>CLOSING TIME</b>               |                      |          |             |          |  |
| <b>TENDER BOX LOCATION</b>                                                                                                                                   |          |                                           |          |                    |                                   |                      |          |             |          |  |
|                                                                                                                                                              |          |                                           |          |                    |                                   |                      |          |             |          |  |

## NOTES

### THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

## THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

## TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / [etenders@gauteng.gov.za](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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**TENDER DOCUMENTS CAN BE OBTAINED FROM:** <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>  
**OR**

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

|                  |  |
|------------------|--|
| DEPARTMENT       |  |
| CONTACT PERSON   |  |
| TELEPHONE NUMBER |  |
| FACSIMILE        |  |
| E-MAIL ADDRESS   |  |

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

|                  |  |
|------------------|--|
| DEPARTMENT       |  |
| CONTACT PERSON   |  |
| TELEPHONE NUMBER |  |
| FACSIMILIE       |  |
| E-MAIL ADDRESS   |  |



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

|                                                                                                                  |  |             |  |
|------------------------------------------------------------------------------------------------------------------|--|-------------|--|
| <b>SIGNATURE OF BIDDER</b>                                                                                       |  | <b>DATE</b> |  |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b><br>(Proof of authority must be submitted e.g. company resolution) |  |             |  |



## CONSENT FORM FOR THE PROCESSING OF PERSONAL INFORMATION

[IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)]

*This form serves to confirm the Data Subject's consent for the Gauteng Department of ..... ("the Department") to process personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA), and the constitutional right to privacy.*

*By completing and signing this form, you acknowledge and consent to the processing of your personal information for the purposes outlined herein. This consent remains effective unless and until formally withdrawn.*

### PART A: DATA SUBJECT DETAILS

Full Name / Registered Company Name:

Residential / Postal / Business Address:

Contact Number(s):

Email Address:

### PART B: CONSENT AND DECLARATIONS

1. I understand that the Department may, in accordance with its operational requirements and applicable laws and policies, be required to process my personal information, including disclosure to internal units and contracted third parties, for the purpose of evaluating and administering the submission of this bid.
2. I expressly authorise the Department to process and/or further process any personal information I have submitted or which may be obtained during the bid process, solely for purposes aligned with lawful institutional mandates.
3. I acknowledge that processing may include but is not limited to storage, sharing, verification, and retention of personal or company data, in compliance with the Department's privacy framework.
4. I confirm that:
  - ☐ I have read, understood and accept the terms of this consent form;

- My personal information is accurate, current and complete; and
  - I will inform the Department of any changes to the information supplied.
- 5. I understand that I have the right to:
  - Request correction or deletion of my personal information if found to be inaccurate, outdated, excessive, or obtained unlawfully; and
  - Withdraw this consent at any time, subject to applicable laws and operational requirements.
- 6. I accept the Department's data security measures and protocols for the protection and responsible management of personal information.
- 7. I further understand and accept that the Department may retain relevant personal information for as long as it is lawfully required to fulfil bid-related, administrative, or legal obligations.
- 8. By signing below, I provide informed, voluntary, and irrevocable consent for the processing of my personal information as outlined in this document.

**Signed at:** \_\_\_\_\_

**On this:** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**NAME OF DATA SUBJECT / AUTHORISED REPRESENTATIVE:**

**Signature:** \_\_\_\_\_

**NAME / DESIGNATION OF DEPARTMENTAL OFFICIAL:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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|    |                                                                                                                                                                                                                                                                                                                                                                                                |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.                                                                                                                                                                                                   |
| 2. | The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.                            |
| 3. | Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.                                                                                                                                                                                                                                                   |
| 4  | Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.                                                                                                                                                                     |
| 5  | The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.                                                                                                                             |
| 6  | A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).                                                               |
| 7  | Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).                                                                                      |
| 8  | If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS). |



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9  | Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10 | In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words <b>"as specified"</b> (see the attached specification) (not applicable for PANEL of BIDDERS).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11 | In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12 | In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 13 | The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 14 | With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).                                                                                                                                                                                                                                                                                                                                                                    |
| 15 | Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16 | <p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.</li> <li>b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the ( PRICING SCHEDULE per item).</li> </ul> |





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 18 | Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 19 | Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20 | In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.                                                                                                                                                                               |
| 21 | Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract. |
| 22 | In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 23 | In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24 | In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.                                                                                                                                                                                                                                                                                                                                                                                         |
| 25 | If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 26 | This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 27 | <p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>                                              |
| 28 | The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones. |
| 29 | Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                                                                   |                                             |             |
|-----------------------------------------------------------------------------------|---------------------------------------------|-------------|
|  | <h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1> |             |
|                                                                                   | <h2>POINT SYSTEM</h2>                       | Page 1 of 1 |

|                 |  |              |  |
|-----------------|--|--------------|--|
| BID NUMBER      |  | CLOSING DATE |  |
| VALIDITY OF BID |  | CLOSING TIME |  |

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

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

POINT SYSTEM

|                                                                                              |  |
|----------------------------------------------------------------------------------------------|--|
| The applicable preference point system for this tender is the 90/10 preference point system. |  |
| The applicable preference point system for this tender is the 80/20 preference point system. |  |
| Either the 90/10 or 80/20 preference point system will be applicable in this tender          |  |

### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

|                |   |  |   |  |               |   |  |   |  |             |   |  |   |  |
|----------------|---|--|---|--|---------------|---|--|---|--|-------------|---|--|---|--|
| SERVICE BASED  | Y |  | N |  | SERVICE BASED | Y |  | N |  | VALUE BASED | Y |  | N |  |
| VALUE BASED    | Y |  | N |  |               |   |  |   |  |             |   |  |   |  |
| QUANTITY BASED | Y |  | N |  |               |   |  |   |  |             |   |  |   |  |
| TERM BASED     | Y |  | N |  |               |   |  |   |  |             |   |  |   |  |

|                                                                                   |                                               |                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------|---------------------|
|  | <b>PROVINCIAL SUPPLY CHAIN<br/>MANAGEMENT</b> |                     |
|                                                                                   | <b>BIDDER'S<br/>DISCLOSURE</b>                | <b>Page: 1 of 3</b> |

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

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

| Full Name | Identity Number | Name of State Institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

---

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

|                                                                                   |                                               |                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------|---------------------|
|  | <b>PROVINCIAL SUPPLY CHAIN<br/>MANAGEMENT</b> |                     |
|                                                                                   | <b>BIDDER'S<br/>DISCLOSURE</b>                | <b>Page: 2 of 3</b> |

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

2.2.1 If so, furnish particulars:

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

2.3.1 If so, furnish particulars:

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

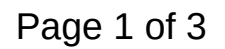
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|-----------------------------------------------------------------------------------|-----------------------------------------------|---------------------|
|  | <b>PROVINCIAL SUPPLY CHAIN<br/>MANAGEMENT</b> |                     |
|                                                                                   | <b>BIDDER'S<br/>DISCLOSURE</b>                | <b>Page: 3 of 3</b> |

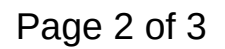
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

|                  |  |                           |  |
|------------------|--|---------------------------|--|
| <b>Signature</b> |  | <b>Date</b>               |  |
| <b>Position</b>  |  | <b>Name of the Bidder</b> |  |





2024/11





# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### BIDDERS JOB CREATION ANALYSIS

| Company Name |  | Date Established |  |
|--------------|--|------------------|--|
|--------------|--|------------------|--|

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

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

#### Comments to include:

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

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

| THIS SECTION IS FOR OFFICE USE ONLY |                   |                        |                         |                         |                         |                         |
|-------------------------------------|-------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Observations                        | Initial Job Count | Job Creation Potential | 1 <sup>st</sup> Quarter | 2 <sup>nd</sup> Quarter | 3 <sup>rd</sup> Quarter | 4 <sup>th</sup> Quarter |
| Year 1                              |                   |                        |                         |                         |                         |                         |
| Year 2                              |                   |                        |                         |                         |                         |                         |
| Year 3                              |                   |                        |                         |                         |                         |                         |
| Year 4                              |                   |                        |                         |                         |                         |                         |
| Year 5                              |                   |                        |                         |                         |                         |                         |



**TERMS OF REFERENCE:**

**APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE PROPOSED ESTABLISHMENT OF THE  
REGIONAL INTEGRATED WASTE FACILITY “ECOPARK” IN THE  
GAUTENG PROVINCE**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"

## 1. PURPOSE

The purpose of this Bid is for the Department of Environment ("the Department") to request proposals from a suitably qualified Transaction Advisor (TA) to support the Department in conducting a detailed Feasibility Study for a proposed Regional Integrated Waste Facility "Ecopark" in the Gauteng Province.

## 2. BACKGROUND

The 3 spheres of government (municipal, provincial and national) are legislatively responsible for waste management, and for upholding the Constitution of the Republic of South Africa, 1996 ("the Constitution" - as amended) and the National Environmental Management Waste Act 59 of 2008 (NEM: WA – as amended). However, roles vary depending on departments and spheres. The Constitution assigns concurrent legislative competence to national and provincial government with respect to the environment and pollution control (Schedule 4 Part A and Section 146 of the Constitution). The Constitution assigns exclusive, but limited, provincial legislative competence in respect to cleansing and refuse removal, refuse dumps and solid waste disposal. According to Schedule 5, Part B of the Constitution, local municipalities are mandated with the responsibility for the collection of waste and disposal to landfill, including managing and ensuring availability of landfill sites. The Constitution provides for national legislation to set national norms and standards relating to these matters in cases where national uniformity is required to deal effectively with the issue. The Gauteng Provincial Government (GPG) has discretionary regulatory authority on waste management, and it is charged with the responsibility to ensure Integrated Waste Management Planning and the coordination of waste management activities. The GPG is undertaking this Feasibility Study in support of the municipalities as per Section 9(4) of the NEM: WA. The GPG will be undertaking the Feasibility Study, but it is expected that the implementation of the Project will be at a municipal level.

The GPG is fulfilling its mandate of environmental protection by discharging its authority stipulated in the NEM: WA and through implementation of the Gauteng Integrated Waste Management Plan (GIWMP), which seeks to achieve goals set in the National Waste Management Strategy (NWMS). The revised NWMS, approved by Cabinet in September 2020, provides a framework and strategy for the implementation of the NEM: WA and outlines government's policy and strategic approach to waste management. The NWMS has set out the following 3 pillars and expected outcomes for the waste management sector in the next 5 years, namely:

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- i) Prevent waste, and where waste cannot be prevented, ensure –
  - a. 40% of waste is diverted from landfill within 5 years;
  - b. 55% of waste is diverted from landfill within 10 years; and
  - c. at least 70% of waste is diverted from landfill within 15 years, ultimately leading to Zero-Waste going to landfill;
- ii) South Africans to live in clean communities with waste services that are well managed and financially sustainable; and
- iii) The mainstreaming of waste awareness and a culture of compliance resulting in zero tolerance of pollution, litter and illegal dumping.

The *status quo* analysis indicates that Gauteng landfill sites airspace is being depleted at a fast rate, thus most municipal landfills in the Province are left with  $\leq 1$  -10 year's landfill airspace. Currently, there are no significant waste minimisation implementation programmes across Gauteng municipalities. The recovery of recyclable materials has been largely due to an active and growing informal waste sector. There is an urgent need to upscale waste minimisation activities in the Province through various programmes including separation of waste at source, maximum diversion of organic waste and construction and demolition (C&D) waste, through, for example, treatment of organic waste including food waste (e.g. organic waste composting); processing and beneficiation of C&D waste, as well as the establishment of other proven Alternative Waste Treatment Technologies (AWTT).

Additionally, the GPG aims to grow the secondary resources sector (which includes the waste sector) from 0.51% of GDP to between 1.0–1.5% of GDP, as a means of contributing towards the larger challenges facing South Africa, including poverty, unemployment and inequality. Recovery of recyclable waste and the recycling has been identified as one of the key programmes towards unlocking the opportunities in the secondary resources sector. It is therefore critical to ensure the necessary infrastructure is established and recycling is scaled up. This will also be achieved through the participation of the waste producers in line with the Extended Producer Responsibility (EPR) Regulations that were promulgated by the Minister of Forestry, Fisheries and the Environment (FFE) on 05 May 2021. The EPR Regulations are aimed at ensuring that maximum recyclable waste material is recovered by the producers and benefitted accordingly.

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Although the NEM: WA advocates for a hierarchical approach to waste management where landfilling has to be the last resort, in Gauteng, disposal by landfill remains the main method of waste disposal in the Province. According to the Gauteng Waste Intelligence Report (2020), only about 10% of waste is being diverted from landfill in the Province. The Growing Gauteng Together 2030 Strategy (GGT 2030) requires that as a Province, 40% of waste must be diverted from landfill by 2030. In addition, the District Development Model (DDM) advocates for a collaborative approach towards the discharging of service delivery, hence the proposed approach to this Project.

The biggest challenge facing Gauteng is waste management in the 3 Metropolitan Municipalities (Metros) i.e. the City of Johannesburg (CoJ), the City of Tshwane (CoT) and the City of Ekurhuleni (CoE). These municipalities are quickly running out of landfill airspace which is a risk for waste disposal in the Province. The 3 Metsos have plans to develop new landfill sites in their individual capacity. In line with the NEM: WA the GPG does not advocate or encourage for the development of new landfill sites as a first option. However, it has become evident that the lack of landfilling, particularly in the Midrand/Centurion/ Tembisa Node, poses a major risk for the 3 Metsos in the medium to long term. The GPG is therefore proposing a regional approach to resolve this challenge facing the municipalities. The 3 Metsos i.e. CoJ, CoT, CoE and the Department signed the Memorandum of Understanding (MOU) in the financial year 2023/24, therein agreeing to support each other and work collectively in a collaborative approach to ensure the Project objectives are effectively met.

In the financial year 2023/2024 the Department conducted a Pre-feasibility Study to determine, at a high level, the feasibility of establishing a Regional Integrated Waste Management Facility in the Midrand/Centurion/Tembisa Node with participation from the 3 Metsos. The Pre-feasibility Study was completed in the year 2023/2024 and the recommendations thereof, concluded that a full Feasibility Study must be undertaken for the Project.

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**The Department is therefore, seeking to appoint an independent, professional and suitably qualified Transaction Advisor (TA) with the relevant competencies and expertise to conduct a detailed Feasibility Study for the establishment of an Integrated Regional Waste Facility "Ecopark" for the 3 Metropolitan Municipalities in Gauteng in order to provide possible solutions to manage waste disposal and diversion challenges that are currently faced by the 3 municipalities. Furthermore, the Project will assist the Department to fulfil its integrated planning mandate to ensure the GPG meets its waste diversion targets, develops sustainable waste minimisation solutions and create a vibrant waste economy that will lead to the creation of green job opportunities. This Feasibility Study will provide a comprehensive assessment of the Project's viability, covering technical, financial, legal, environmental, and social aspects.**

### **3. LINKAGES TO GOVERNMENT PRIORITIES AND STRATEGIES**

The Provincial waste management programme is directly aligned to the NWMS which provides government policy and strategic intervention guidelines for the Waste Sector. The programme is aligned and responsive to the Sustainable Development Goals (SDGs) (specifically goals 1, 2, 3, 7, 8, 9, 11, 12, 13 and 17) of Agenda 2030 adopted by all United Nations (UN) Member States. It is also aligned and responsive to South Africa's National Development Plan (NDP): Vision 2030, which is our country's specific response to, and integration of the SDGs into our overall socio-economic development plans.

The Project is also linked with the following National Policies and Strategies:

- a) Medium Term Development Plan, 2025-2030,
- b) National Development Plan 2030, 2012,
- c) Growing Gauteng Together 2030 Plan (GGT 2030),
- d) Gauteng Integrated Energy Strategy, 2021,
- e) Gauteng City Region Over-Arching Climate Change Response Strategy and Action Plan-2020,
- f) Gauteng Waste Market Intelligence Report, 2020,
- g) Gauteng Integrated Waste Management Plan, 2016,
- h) National Strategy for Sustainable Development, 2011,
- i) Gauteng Waste Minimisation Plan, 2010,
- j) A Strategy for Developmental Green Economy for Gauteng, 2010,
- k) Gauteng Employment, Growth and Development Strategy, 2006.

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#### **4. REQUIRED SECTOR SPECIFIC COLLABORATION**

The successful TA will be required to collaborate with, consult and source information from the following institutions, but not limited to:

- a) The 3 Metros in Gauteng i.e. CoJ, CoE and CoT,
- b) Department of Forestry, Fisheries and the Environment,
- c) Producers and Producer Responsibility Organisations,
- d) Waste Industry and potential Private Partners,
- e) Development Finance Institutions,
- f) Provincial and National Treasuries,
- g) Relevant Provincial Departments and Agencies e.g. Gauteng Infrastructure Financing Agency (GIFA),
- h) Education and research institutions,
- i) Relevant environmental and waste associations,
- j) International studies for benchmarking purposes,
- k) Other stakeholders to be identified.

#### **5. PROJECT DESCRIPTION AND SPECIFICATION**

##### **5.1 Project Description**

The Department intends to procure the services of an independent, professional and suitably qualified TA to support the Department to conduct a detailed Feasibility Study for the establishment of a Regional Integrated Waste Facility "Ecopark" around the Midrand/Centurion/Tembisa Node where the 3 Metros are facing waste service challenges. This Terms of Reference (ToR) document invites proposals from potential TA with suitable qualifications and experience in financial, technical and legal skills to undertake the detailed Feasibility Study. The regional facility will be established in terms of the principles of the waste hierarchy which will aim to ensure landfilling as the last option in the facility. The Pre-feasibility Study that was conducted in the 2023-/024 financial year explored, at a high level, the feasibility for the following infrastructure:

- a) Material Recovery Facility/ies (MRF) for the recovery of recyclable material;
- b) Construction and Demolition (C&D) Waste Crushers; for the processing of the C&D waste that will be accepted at the facility;
- c) Waste Treatment solutions including:
  - i. Biodigester for food waste;
  - ii. Organic waste material processing plants such as composting;
  - iii. Mechanical (aerobic/ anaerobic) Biological Treatment Technologies;

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- d) Waste to Energy Facility/ies; and
- e) Landfill that will only accept residual waste (both general and hazardous waste) from the recovery/ treatment facilities within the Ecopark (as a last option).

The envisaged Feasibility Study is undertaken to help determine whether a conventional public sector or Public Private Partnership (PPP) procurement or alternative procurement mechanism is the best choice for the proposed Project. At no point should a particular procurement choice be favoured above any other procurement methods without being evaluated and justified in the study. The Feasibility Study should be done to a very detailed level to establish a sound base for the potential recommendation for the procurement choice that can be defended against public opinion, auditors, and other parties. This allows for a strong evidence base of Project data substantiated with a clear audit trail for decision-makers to check assumptions, evidence, and calculations leading to the recommendations.

The TA will be required to produce a comprehensive and high-quality Feasibility Study for the Project using the appropriate methodologies and approach that will enable the Department to make an informed decision on the viability of the Project as well as options available for the Department as well as the 3 Metros in the procurement and implementation of the Project going forward.

## **5.2 Problem Statement**

Gauteng landfill sites airspace is being depleted at a faster rate and most municipal landfills in the Province are left with  $\leq 1$  -10 year's landfill airspace. There is currently no significant diversion of waste from landfills and the current waste minimisation programmes (such as waste separation at source) are mostly at pilot phase across Gauteng municipalities. The 3 Metros are facing a pressure in the Midrand/ Centurion/ Tembisa Node where there are no municipal owned landfills. All the 3 Metros operational landfills are more than 40 kilometres away from this Node, which means that refuse removal trucks have to travel approximately 80 kilometres to complete one round refuse collection service. This comes at a great expense to the municipalities and also affects efficiencies in providing waste services. The municipalities have to rely on contracting with private landfills to dispose of waste at high cost per ton in view of the contract fees charged by the private facilities. The dependence on private facilities also poses a potential risk to municipalities of not having full control of their disposal facilities.



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Municipalities in the Province are currently making various interventions, including AWTT solutions, to divert waste from landfills. There have also been several new landfill Waste Management Licence applications received by this Department, while the NEM: WA considers this as the last option. In line with the NEM: WA, development of new landfills will only be considered as a last option. The municipalities, all relevant sectors and waste producers must prioritise waste minimisation, recovery and recycling programmes, prior to disposal of waste. There are still currently no significant waste minimisation programmes across Gauteng municipalities. The recovery of recyclable materials continues to be largely due to an active and growing informal waste sector, small waste enterprises and cooperatives. There is an urgent need to upscale waste minimisation activities in the Province through various programmes. In addition, the Department, with its mandate to coordinate integrated waste management planning within the Province, is therefore proposing a regional approach to addressing the challenge facing the 3 Metros in the Midrand/ Centurion/ Tembisa Node.

### **5.3 Aim**

This Project is aimed at conducting a detailed Feasibility Study and facilitating the establishment of an Integrated Regional Waste Management Facility for the 3 Metros in Gauteng in order to address disposal and waste diversion challenging these municipalities.

### **5.4 Project Objectives**

The objectives of the detailed Feasibility Study are to:

- a) Determine the technical feasibility of establishing the regional integrated waste facility including waste composition, processing technologies, and site suitability.
- b) Assessing the financial viability, including cost estimates, revenue models, and funding mechanisms.
- c) Evaluating legal and regulatory compliance, including, but not limited to PPP frameworks or any other best available procurement framework, environmental authorisation/licensing requirements as well as municipal regulatory frameworks and requirements.
- d) Analyse the potential environmental and social impacts and risks, ensuring sustainable and inclusive project design.
- e) Recommend an optimal project structuring, including, PPP [Build-Operate-Transfer (BOT), Design-Build-Finance-Operate (DBFO), Concession Agreement etc.].
- f) Recommend an optimal governance and ownership structure for the 3 Metros.
- g) Identification of key risks\*\* (technical, financial, political, environmental) and propose mitigation strategies.

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- h) Stakeholder engagement (including, but not limited to government, private sector, research institutions, communities etc.) to ensure alignment with local needs.
- i) Developing the necessary documentation for procurement of the Project.

## 6. SCOPE OF WORK FOR THE TRANSACTION ADVISOR

The appointed TA must achieve the phases and deliverables in this Request for Proposals (RFP). Should the TA identify additional deliverables, not mentioned in this RFP to achieve the required deliverables; such will not be entertained as a change in the scope of work.

The scope of work will require the TA to submit a proposal on how the detailed Feasibility Study will be undertaken, in alignment with the National Treasury Municipal Service Delivery and PPP Guidelines or any other available procurement guidelines, including, but not limited to, the following:

### 6.1 Situational/ Status Quo Analysis

The Pre-feasibility Study conducted a high-level *status quo* assessment study. The detailed Feasibility Study should update the information and fill the necessary gaps in the *status quo* in terms of the following:

- a) Description of the municipal areas, available infrastructure such as roads as well as brief information about the socio-economic status of the areas including mapping of the study area;
- b) Analyse and quantify all aspects pertaining to the management of waste within the boundaries of the 3 Metros including but not limited to the current status with regards to the delivery of waste services; waste operations, waste disposal including the amount and type of waste that is being generated, recycled, recovered, treated and disposed;
- c) An assessment of the quantities and types of waste that are generated in the area;
- d) Assessment of the existing facilities (both municipal and private; landfills, transfer stations, drop off sites, material recovery and treatment plants, buy-back centres and their capacity;
- e) A description of the services that are provided, or that are available, for the collection, minimisation, re-use, recycling, and recovery, treatment and disposal of waste,
- f) Demographics of the Node (population and development profiles) - recent statistical characteristics of a population including gender, race, age, economic and social status/profile, number of households and their distribution, economic status levels, education and employment status amongst others;

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- g) Assess information on existing resources i.e. financial and human capital including waste infrastructure & equipment; and
- h) Benchmark against best practises including arranging a nationally and international technical study tour.

## **6.2 Needs Analysis**

The TA shall perform the needs analysis on the Project incorporating the information obtained from the Department during the inception phase, including any research material conducted by the Department for the Feasibility Study. The Needs Analysis must:

- a) Demonstrate alignment of the Project to National, Provincial and Municipal policy framework and strategic objectives (in terms of environmental as well as socio-economic aspects);
- b) Define the scope of the Project and how objectives will address the Department's strategic objectives;
- c) Analyse current and projected waste generation rates within the Node (accounting for population growth, urbanisation, and industrial activity);
- d) Assess information on existing resources i.e. financial and human capital including waste infrastructure & equipment;
- e) Determine available airspace at waste disposal facilities (as at the period of the study);
- f) Identify the gaps in delivering waste services, particularly disposal challenges;
- g) Undertake a financial analysis of the 3 Metros including available budgets, revenues and expenditures etc;
- h) Conduct Cost Benefit Analysis (CBA) and test if the solution has value for money to society in socio-economic terms;
- i) Review of the institutional arrangements in the 3 Metros as well as human resource capacity and demonstrate the Institutions commitment and capacity;
- j) Identify and incorporate the results of consultation of Key Stakeholders for the Project;
- k) Benchmark the Project (both local and international benchmarking);
- l) Develop a comprehensive Strength, Weakness, Opportunities and Threats (SWOT) analysis of the Project; and
- m) Specify the outputs and set minimum standards and accordingly describe the service that the needs to be delivered.

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### **6.3 Technical Feasibility Assessment**

#### **6.3.1 Waste Characterisation Study**

The TA must:

- a) Conduct a waste stream analysis and character of the waste streams within the Node including households, businesses and institutions;
- b) Determine the calorific value of the waste; and
- c) Assess the seasonal variations in waste quantities and quality.

#### **6.3.2 Site Selection & Suitability**

The TA must identify potential locations based on:

- a) Proximity to waste sources (reducing transport costs).
- b) Land availability, zoning regulations, and geological stability.
- c) Accessibility to utilities (water, electricity, road networks).
- d) Environmental sensitivity (avoiding protected areas, water bodies e.g. wetlands, rivers etc.) on the short-listed sites (not less than 3 sites).
- e) Conduct a preliminary geotechnical and hydrological assessment on the preferred site.

#### **6.3.3 Technology Assessment**

The TA must conduct a detailed evaluation of suitable waste processing technologies including, but not limited to:

- a) Material Recovery Facilities (MRFs) for recycling (including for C&D waste);
- b) Composting technologies;
- c) AWTT (including Waste-to-Energy (WtE) technologies);
- d) Mechanical-Biological Treatment (MBT) for Refused Derived Fuel (RDF) production;
- e) Aerobic and anaerobic digestors;
- f) Landfill gas capture (if applicable);
- g) Landfilling (of the residual waste);
- h) Waste transfer infrastructure;
- i) Compare technology suitability for the Project, efficiency, costs, and environmental impact etc.; and
- j) Recommend the most suitable technology mix based on waste composition and local conditions.

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#### **6.3.4. Facility Design & Infrastructure Needs**

The TA must:

- a) Develop a conceptual design (capacity, layout, processing lines);
- b) Estimate utility requirements (power, water, waste discharge);
- c) Assess waste collection & transport logistics (fleet requirements, routing); and
- d) Pollution control technologies (scrubbers, filters etc.).

#### **6.4 Solutions Options Analysis**

The solution options analysis sets out the range of possible technical, legal, and financial options for delivering the required service to output specifications, allowing the Institution to weigh up these options and make a choice. The TA must analyse the solution options needs and identify the following:

- a) List the range of the most viable solution option(s) for providing the specific outputs as specified for the Project; and
- b) Identify each solution option's advantages and disadvantages, risks, benefits, and potential impact. To achieve this outcome, the analysis must:
  - i. Identify alignment between each solution option and the Department's Strategic Plan;
  - ii. Provide a preliminary view of the financial impacts of each option;
  - iii. Indication of funding and affordability and payment mechanism;
  - iv. A high-level cost-benefit analysis for each option must be examined against the respective Institutions budget and other funding models that could be explored and also measure the relationship between the value of resources used by a project and the value of resources produced by the Project;
  - v. Present a preliminary discussion about the risk to the government concerning each option;
  - vi. Provide an initial view of the impact of each option on the needs analysis and other socio-economic aspects on which the Institution may need to deliver;
  - vii. Discuss the service delivery arrangement for each option and analyse the implications of each option;
  - viii. Possible technology services should be satisfactorily estimated, as well as assess the extent to which the introduction of advanced technologies may stimulate greater economic productivity would be introduced as a result of the Project;
  - ix. Assess whether a particular option complies with relevant legislation and regulations;

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- x. Establish the numbers and cost of existing institutional staff that will be affected and prepare an estimate of the number of temporary and permanent new job opportunities and sustained employment. This will include a lifecycle analysis of employment creation throughout the value chain.
  - xi. Identify qualitative benefits associated with a particular option. The TA needs to understand the private sector value drivers and the main financial and operational constraints companies might face in the delivery of this Project; and
  - xii. Perform a market analysis to determine whether the Project is commercially viable and to consider other aspects of demand and bankability of the Project.
- c) The indicative net present cost of probable cash flows, which should be large enough to allow both public and private parties to achieve Value for Money;
  - d) Outputs must be clear and measurable around which payment mechanism can be structured;
  - e) Identify where opportunities or risks to a private party and the potential for a PPP or any other best available procurement method to deliver Value for Money compared with a conventional procurement choice is reduced;
  - f) The Project must be commercially viable, and there must be a level of market interest as per market assessment;
  - g) Examine other spin-off effects and development benefits derived from the Project, such as reduced air pollution, improved safety, and energy efficiency attributable to the installation of the Project;
  - h) Should ensure that the appropriate technical requirements are designed and selected to have a feasible project; and
  - i) Specific viability criteria suitable for the type of infrastructure and the corresponding services should be addressed as follows:
    - i. Infrastructure design should meet the specified needs;
    - ii. The engineering and architectural requirements of the Project should be achievable at a price comparable with similar infrastructure;
    - iii. Technology changes in the service delivery should be satisfactorily estimated; and
    - iv. Site assessment and preliminary design based on the technical Feasibility Study.

The TA must choose the best solution option through a matrix approach to weighing up the evaluation of each option. Once the preferred solution option is determined, the TA will evaluate, recommend and select the best service delivery option and indicate a preferred procurement option.

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## 6.5 Service Delivery Options Analysis

The TA must:

- a) Evaluate and recommend the preferred service delivery option (explore both internal and external mechanisms);
- b) List all the service delivery options the municipalities have considered;
- c) Evaluate each delivery option; and
- d) Choose the best delivery options.

## 6.6 Market & Stakeholder Analysis

The TA needs to perform a market-sounding exercise to explore the market and sector players pertinent to the Project's implementation. The TA must ensure that the feasibility exercise captures the potential investor's perspectives of the Project. In addition, the TA needs to understand the private sector's value drivers and the main financial and operational constraints companies might face during the provision of infrastructure and services.

Therefore, the TA is expected to:

- a) Conduct a market sounding exercise through meetings with individual companies, general/industry meetings, or written communication. The market assessment should incorporate appropriate industry benchmarks and highlight the best local and international practices applicable to this Project.
- b) Specifically, assess the implementation of relevant projects in South Africa from both a private and public sector perspective.
- c) The market and stakeholder analysis should also ascertain the following:
  - i. Demand assessment for recycled materials/energy in the region.
  - ii. Off-taker agreements (potential buyers of energy/recyclables).
  - iii. Competitor analysis (existing waste facilities, informal sector role).

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## **6.7 Project Due Diligence**

The due diligence stage extends the solution options analysis stage and aims to uncover any legal, financial, and technical issues in the preferred solution option that may significantly impact the proposed Project. Although emphasis is placed on legal, site enablement, and socio-economic issues, all technical and financial issues identified in the solutions options analysis are also analysed in detail. In the due diligence stage, the TA needs to identify the following:

### **6.7.1. Legal and Regulatory Analysis**

Experience shows that any legal issues not resolved during the Feasibility Study phase can create significant delays in the negotiations phase and in some cases, it might lead to significant impediments in project closure. Although a preliminary legal analysis was done in the options analysis, a comprehensive legal, due diligence must now be done to ensure that all foreseeable legal requirements are met for the development of the Project. The TA is required to conduct a due diligence process including:

- a) Legal requirements for the Project including necessary licensing/ permitting requirements;
- b) Review procurement legislation;
- c) Land Use including municipal spatial plans;
- d) Environmental requirements including Environmental Management Frameworks (EMFs); Gauteng buffer zones and sensitivity guidelines etc.;
- e) Site enablement issues - assessment of available and suitable sites for the Project;
- f) Ensuring necessary approvals and permissions are obtained for PPP processes (if that is the best option) before commencement of tender processes; and
- g) BEE and other socio -economic requirements.

### **6.7.2 Technical and Technology issues**

The TA must assess technical and technology solutions that may impact the Project's affordability, risks, value for money, and regulatory permissibility, including environmental and social acceptance.

### **6.7.3. Site enablement issues**

The TA must uncover any problems that may impact the Project's affordability, value for money, or that will cause regulatory delays related to the securing of a site, including environmental legal provisions.



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#### **6.7.4. Socio-economic issues**

The TA must identify any factors that may constrain the achievement of the Project's intended socio outputs.

#### **6.8. Value Assessment**

To determine which procurement choice is best for a project, the TA must undertake a comparative assessment between delivering the same service to the identical output, as conventional public sector procurement and as a PPP. Therefore, the TA must construct a risk-adjusted Public Sector Comparator (PSC) and PPP reference model for the chosen solution option. These will provide the costings of each procurement option in the form of a discounted cash-flow model adjusted for risk. The output specifications defined in the previous deliverables serve as the basis for the PSC and PPP reference models.

The TA shall conduct a Value for Money assessment which must include detailed financial models that explain various assumptions used in the development of the model. The cost estimates shall be based on the outcome of the previous deliverables, based on historical data and quotations received from suppliers and similar Project and international suppliers where practical.

##### **6.8.1. Risk Assessment**

The TA shall identify business and Project risks, their impact, likelihood, and mitigation strategies in a risk management report. In addition, the TA shall develop a comprehensive risk matrix for all business and Project risks, summaries of the retained and transferrable risks which the Net Present Value (NPV) of all risks (retained and transferrable) is to be added to the base PSC model.

##### **6.8.2 Financial Analysis**

The TA shall conduct a comprehensive financial analysis of the 3 Metros, including, but not limited to, the following:

- a) Cost Estimation
  - i. Capital Expenditure (CAPEX): Land acquisition, construction, equipment, permitting.
  - ii. Operational Expenditure (OPEX): Labour, maintenance, utilities, waste transport.
- b) Revenue Streams
  - i. Gate fees/ Tipping fees
  - ii. Sale of recovered materials
  - iii. Energy sales (electricity, heat, biogas).
  - iv. Carbon credits (if eligible under climate finance schemes).

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- v. Government subsidies/incentives (if available).
- c) Financial Modelling
  - i. Cost-Benefit Analysis (CBA) comparing PPP vs. traditional procurement.
  - ii. Projected cash flows, NPV, Internal Rate of Return (IRR), payback period.
  - iii. Sensitivity analysis (impact of changing waste volumes, energy prices, policy shifts).
- d) Financing & Structuring
  - i. Assess private sector investment appetite.
  - ii. Evaluate blended finance options (government grants, multilateral funding).
  - iii. Recommend contract duration.
  - iv. Assess risk allocation (public vs. private sector responsibilities).

### **6.8.3. Construct the PSC Model**

The TA shall provide the following:

- a) A technical definition to the Project;
- b) Discussions on costs (direct and indirect) and make assumptions on cost estimates;
- c) Assumptions on revenue estimates (as well as the value offered to off-takers and the effect it would have on the revenue stream if applicable to the Project) as well as the value offered to off-takers and the effect it would have on the revenue stream if relevant to the Project;
- d) Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, budgets, and Medium-Term Expenditure Framework (MTEF);
- e) Incorporate full project life cycle costing, maintenance, operating cost; and
- f) Provide a summary of results from the base PSC model - NPV.

### **6.8.4 Construct the risk-adjusted PSC Model**

This will be done by:

- a) Identifying risks using similar project information and specialist advisors;
- b) Assessing and quantify the impact of each risk;
- c) Estimating the likelihood of each risk occurring;
- d) Estimating the cost of each risk;
- e) Identifying strategies for mitigating risks;
- f) Constructing the risk matrix and sensitivity analysis and track risk allocation by drafting an agreement, bidding process, negotiations, and financial closure. List those risks that are to be retained or transferred and which will have to be costed in the PPP reference model;

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- g) Conducting a quantitative risk analysis;
- h) Constructing the risk-adjusted PSC model;
- i) Comparing a preliminary assessment of the Project's affordability, to compare the risk-adjusted PSC model with the Institution's budget for the Project as estimated during the solutions options analysis.

#### **6.8.5 Construct the PPP Reference Model**

This will be done by:

- a) Confirming the type of PPP (e.g. Design, build, finance, operate, maintain, transfer);
- b) Describing the proposed PPP project structure and funding sources, closely linked to the Project type including aspects of whether the Project is most suitable for Project or corporate finance funding and likelihood of raising debt and equity, and testing market appetite specific project risks.
- c) Developing the core components of the payment mechanism;
- d) Incorporating full project life cycle costing, maintenance and operating costs;
- e) Calculating and consolidate all costs; and
- f) Constructing the PPP reference model and explaining all assumptions and indicators.

#### **6.8.6 Construct the risk-adjusted PPP Reference Model**

The TA must use the summary of the risk matrix conducted during PSC, which sets out retained, transferable risk, mitigation, and cost of mitigated risk.

#### **6.8.7 Conduct a Sensitivity Analysis**

The budget for the Project has been identified at various stages before this, however, at this stage, the TA must scrutinise in detail, confirm and demonstrate affordability to determine the Project's financing structure and sources of funding.

#### **6.8.8. Initial Value for Money Test**

- a) Establish the initial indication of value for money as a net benefit to the Institution, defined in terms of cost, price, quality, quantities or risk transfer or a combination thereof by comparing conventional procurement with a PPP reference model;
- b) Conduct an analysis and estimate of the Project's NPV, IRR and Weighted Average Cost of Capital (WACC) which shall be computed on an after-tax-basis in real terms using constant prices;

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- c) Convert the cost estimates and financial projections from nominal to real terms by removing the projected effects of foreign and domestic inflation and currency fluctuations;
- d) Shall prepare an income and cash flow statement;
- e) Make the procurement choice;
- f) Verify the information used in the feasibility study, draw up a checklist for legal compliance; and
- g) Sign off the Feasibility Study.

Therefore, the proposal should indicate how the study will conduct the 3 tests prescribed by both the Municipal Finance Management Act, 56 of 2003 (MFMA) and Municipal Systems Act, 32 of 2000 (MSA) and in line with the Municipal Service Delivery and PPP Guidelines (or any other applicable requirements) which are:

- Affordability;
- Risk Transfer; and
- Value for Money.

## **6.9 Economic and Socio-economic Impact Analysis**

Socio-economic impact assessment uses a social accounting matrix, indicating the impact on local communities, employment indicators, and empowerment of disadvantaged groups. Focus on skills transfer and talent development, contribution to the local economy, support for local manufacturing and industrialisation, and transformation of spatial space. The TA shall calculate the estimated Gross Domestic Product (GDP) and economic IRR based on non-incremental and incremental economic benefits and economic costs (including economic capital, operation, and maintenance costs), in constant economic prices, adjusting if necessary. The economic evaluation shall include an economic evaluation of the environmental aspects.

Within the economic analysis, the TA shall undertake a sensitivity analysis to assess the effects of adverse changes in key assumptions that underline the economic analysis including but not limited to project costs, energy quantities, and implementation delay. The results will be expressed as a sensitivity indicator and a switching value. If the Project is sensitive to the value of a key variable, the TA shall recommend measures to minimize the risk. The TA shall conduct quantitative risk analysis following accepted standards for integrating risk analysis in the economic analysis of the Project.

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The TA shall analyse developmental impacts related to project implementation. The TA shall focus on key factors such as infrastructure, human capacity building, technology transfer/productivity improvement, and market-oriented reform, which are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects.

The overall analysis conducted under this task shall focus on what development impact is likely if the Project is implemented. While specific focus shall be paid to the Project's immediate impact, the analysis shall also include any additional developmental benefits that may result from the Project's implementation, including spin-offs and demonstration effects. In terms of the key factors, the TA shall, in particular, execute the following:

- Use economics and non-economic measures as a tool, model, or methodology to analyse the socio-economic impact of the Project;
- Use the data from completed feasibility studies as the key source of information;
- Utilise desktop research to extract data from several sources, for example, spend analysis of GPG departments, StatsSA, GDP statistical release, etc; and
- Apply research to obtain more or outstanding information on the impact of the identified Project.

The study must address the indicators listed below:

- a) Contribution of the Project to the local economy
- b) Contribution to economic growth;
- c) Contribution to employment creation;
- d) Contribution to poverty alleviation;
- e) Economic transformation;
- f) Support for local manufacturing and industrialisation;
- g) Transforming spatial land-space; and
- h) Socio-economic empowerment of vulnerable groups and skills transfer.

## **6.10 Stakeholder Engagement Analysis with Project Structuring**

The TA shall perform an in-depth analysis of each of the participating organisations' involvement in the Project, including the public and private sectors and organised labour, as part of the stakeholder engagement analysis and project structuring exercise. The TA shall formulate an appropriate project structure based on the participating 3 Metros, including regulatory requirements, funding, and operating model. The TA shall assess the following:

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- a) Job creation opportunities vs. potential displacement of informal waste workers;
- b) GEYODI- (opportunities for youth, women etc. in waste management); and
- c) Community benefit-sharing (health programs, local employment etc.).

## **6.11 Procurement and Project Implementation Plan**

### **6.11.1 Procurement Plan**

The TA shall develop a Procurement Plan which must demonstrate that the 3 Metros have the necessary capacity and budget to undertake the Project's procurement and set out timelines, processes, and strategies.

### **6.11.2 Project Implementation Plan**

The TA shall develop a Project Implementation Plan, clearly outlining the following:

- a) The anticipated next steps needed to successfully implement the Project;
- b) Detailed steps and phasing in financing, facilities management, construction, civil works, equipment, furniture, procurement, and synchronisation, where applicable;
- c) Tentative schedule in which milestones could be ideally achieved;
- d) A project Implementation Plan is required and must provide a detailed methodology. It must explain how the work will be done and how requirements stated in the Scope of Work, Deliverables and Duties of the TA will be achieved;
- e) Details must be given how these requirements will be met in a systematic way; and
- f) An activity plan/project plan must show timeframes of specific work or tasks that will be done, outlining the following:
  - i. the approach, how they will be done and by whom;
  - ii. project resources that will be required; and
  - iii. an itemised budget breakdown linked with expected deliverables (Taking inputs from the PMT).

## **7. DELIVERABLES**

The specific deliverables and outputs to the Department must include, but not be limited to the following:

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### **7.1. Project Inception**

The Department to convene a project inception meeting and the TA will be required to:

- a) Introduce the full Project Management Team (PMT);
- b) Present a comprehensive project plan;
- c) Present the project proposal including the project scope and deliverables and the proposed methodology/ies for conducting the feasibility study as well as the project cost per milestone.
- d) Following the inception meeting, the TA will be required to provide a revised project proposal and final inception report with inputs from the PMT; and
- e) Agreement on reporting lines and means of communication for the Project; and

### **7.2 Project Management**

#### **7.2.1 Duties of the TA**

- a) The TA shall establish the PMT and the designated team leader that will report to the established t Department's Project Steering Committee;
  - b) The TA will coordinate all project activities including coordination of monthly PMT meetings, report quarterly at Project Steering Committee meetings; provide secretariat duties, prepare and keep reports of the proceedings;
  - c) The TA will be required to draft, submit and present monthly process reports;
  - d) The TA will be required to report to the Project Steering Committee on a quarterly basis and to the Senior Management Team (SMT) as well as the Executive Management Team (EMT) of the Department on a periodic basis or whenever required to do so;
  - e) Update the Project Plan based on the Inception Meeting discussions;
  - f) The TA will Implement the TORs as set out in this document;
  - g) Manage project day to day activities and operations to achieve set objectives;
  - h) Be responsible for all procurement relating to the project operations, including venue preparation, where necessary, and other logistics for all the meetings and stakeholder workshops or operational aspects; and
  - i) Submit all listed deliverables, the Treasury Views and Recommendations I (TVR I) and Close-out Report to the Department.
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### **7.2.2 Duties of the Department**

The Department shall be responsible for:

- a) Arranging a Project initiation briefing session with the TA;
- b) Providing transaction advice during the implementation of the Project;
- c) Chairing Project Steering Committee meetings, review and approve proceedings of these meetings;
- d) Processing the payments upon submission of a detailed invoice and agreed deliverables; and
- e) Monitoring the whole Project.

### **7.2. Reporting**

7.2.1. The TA shall develop reports for key project milestones / deliverables for the approval of the Department before moving to the next stage of the Project including the following reports:

- a) Inception Report,
- b) Situational/ Status Quo Analysis,
- c) Needs Analysis,
- d) Technical Feasibility Assessment,
- e) Solutions Options Analysis,
- f) Service Delivery Options Analysis,
- g) Market Analysis,
- h) Project due diligence,
- i) Value Assessment,
- j) Risk Assessment,
- k) Economic and Socio-Economic Impact Analysis,
- l) Procurement and Implementation Plan,
- m) Final Detailed Feasibility Study,
- n) TVR I,
- o) Close-out Report and coordinate a Close-out meeting.

7.2.2. Executive Summary Report.

7.2.3. PowerPoint Presentation.

7.2.4. Financial modelling.



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### **7.3. Stakeholder Engagement Requirements**

- a) The TA shall identify Key Stakeholders (internal & external) for the Project and produce a key stakeholder database and a Stakeholder Engagement Plan for the approval by the Department;
- b) The TA shall coordinate Stakeholder Engagements and must budget for hosting the workshops, venue, catering and any payments that could be required in relation to each engagement held; and
- c) The TA shall undertake secretarial services for the Stakeholder Engagement.

### **7.4 Presentation of the Detailed Feasibility Study**

- a) A final Feasibility Study Report must be compiled and be a glossy report with a cover page being in line with the Department's corporate identity and branding. It must be in 3 copies of the hardcopy reports (with relevant annexures), as well as an electronic copy of the report with annexures.
- b) All financial models must be in Excel format, and must clearly set out all assumptions made, sensitivity analyses conducted, and model outputs. The financial models must be sufficiently adaptable for use by others at later stages.
- c) The Feasibility Study must be presented with a thorough Executive Summary and must be accompanied by a PowerPoint presentation that encapsulates all the key features of the study.
- d) The Executive Summary and PowerPoint Presentation must also be compiled in such a manner that they can be used by the Department's management for decision-making purposes.

### **7.5 Submission requirements for the Feasibility Study Report and request for Treasury Views and Recommendation I (TVR I)**

If the Department and/or the 3 Metros decide to pursue a PPP solution for the Project, the Feasibility Study must be of a standard that the National Treasury will accept for the Institution, obtaining TVR I in terms of MFMA and the MSA and the Municipal PPP Regulations. Therefore, the TA is advised to be fully familiar with the afore-mentioned requirements.

### **7.6 Submission of the Feasibility Study**

The submission will consist of:

- a) Compilation and submission of the final Feasibility Study; and
- b) TVR I

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### **7.7 Annexures to be attached to the Feasibility Study Report**

Annexure 1: Statements for information verification and sign off from each advisor to the Project;

Annexure 2: Letter of concurrence from Chief Financial Officer of the Institution and/or the Gauteng Provincial Treasury;

Annexure 3: PSC & risk-adjusted PSC models;

Annexure 4: PPP reference and risk-adjusted PPP model;

Annexure 5: Risk assessment and comprehensive risk matrix;

Annexure 6: Document list (list of all documents related to the Project, where they are kept, and who is responsible for ensuring they are updated); and

Annexure 7: Attach as annexures all other documents that have informed the Feasibility Study and that are of decision-making relevance to the Project.

## **8. SKILLS TRANSFER PLAN**

- a) The TA must make provision for skills transfer to officials of the Department who form part of the PMT.
- b) The TA must submit a detailed programme/plan for skills transfer to officials of the Department who form part of the PMT.
- c) The TA must detail all the activities that will entail the programme / plan for skills transfer, including methodologies and tools used.
- d) The skills transfer plan must include all phases of the Project and it is expected that the identified officials must be given direct practical experience on the methodology and compilation processes.
- e) Benchmarking against best practise including arranging a technical study tour, nationally and international to benchmark on best practice.

## **9. DURATION**

The contract will be for a period of 8 (eight) months from the date of appointment. The contract will automatically terminate upon the completion of the Feasibility Study and the granting TVR I or the expiry of the term, whichever comes first or unless extended by the parties in writing.

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The deliverables set out under this RFP are expected to be executed from the date the agreement has been signed between the Department and the TA. The TA must provide a Project Plan with timeframes as an annexure to their proposal. Details of these milestones, mandatory deliverables, and schedules have to be agreed with the successful bidder.

The TA should note and provide for this tight timeline in their resource allocation and price proposal, taking cognisance that the Project will still be delivered prudently and diligently. Any innovative and creative ideas and recommendations to ensure a successful and efficient outcome as far as the Department's aim is concerned would be welcomed in the tender documentation.

## **10. SKILLS, EXPERIENCE AND MANAGEMENT**

The appointed TA must:

- a) Have both the skills and the experience, necessary to undertake the range of tasks set out in this TORs.
- b) The appointed TA must utilise qualified and competent personnel (including relevant Professional Registrations) or sub-consultants/organisations to provide the training as specified.
- c) The appointed TA must be personally available to do the work as and when required.
- d) The appointed TA will be held responsible and accountable for ensuring delivery in terms of the contract to be agreed upon and for the professional conduct and integrity of the team.
- e) The skills and expertise required are proven experience in Project Management, undertaking and have successfully completed project development for large waste infrastructure projects.
- f) The appointed TA should have facilitation skills and be able to facilitate consultation meetings with relevant stakeholders.
- g) The appointed TA must demonstrate the capacity/capability to complete the work within tight timeframes, without compromising quality.
- h) The skills and experience required in the TA are as follows:
  - i. Financial analysis, with relevant PPP and project finance experience through to financial close;
  - ii. PPP procurement and structuring;
  - iii. Legal, with relevant law and experience in the drafting and negotiating of PPP agreements;

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- iv. Technical due diligence and advice on PPP structuring and contracts;
- v. Project planning management;
- vi. Project facilities management;
- vii. Relevant expertise in the establishment of Integrated Regional Waste Facilities;
- viii. Contract negotiations;
- ix. Contract management; and
- x. Project management.

## **11. CONFIDENTIALITY**

- 11.1.** The TA shall not, during the term of the agreement and thereafter, without prior written consent of the Department disclose any confidential information relating to the Department and the services to anyone other than those persons who are connected to the Department and/or TA and who are required or authorised to have access to such information.
- 11.2.** The obligation to maintain the confidentiality of information shall supersede the termination of the agreement but will not apply to confidential information which was in the public domain prior to being disclosed by the TA and has come into the public domain other than as a consequence of being divulged by the TA team.

## **12. OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY**

- 12.1.** Any information provided by the Department to the TA and documentation produced by the TA in performance of the services, shall belong to and remain the property of the government of the Republic of South Africa as represented by the Department, and will not be used by the TA for any purpose other than in accordance with the agreement, or by written permission of the Department.
- 12.2.** Upon termination of the agreement for any reason whatsoever, the TA must return to the Department all materials in its possession which belong to the Department, regardless of whether such materials were originally supplied by the Department to the TA or not. All web-based applications and software generated as part of this Project shall be the property of Department and shall be returned upon termination of the contract and shall not be utilised for any other project without the Department's consent.

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### **13. CONTRACTUAL AND OTHER ARRANGEMENTS**

The following must be noted:

- a) The TOR together with the Project proposal, and the associated tender documentation, will serve as an agreement between the Department and the appointed TA. However, a further formal (professional services) contract will be drawn up detailing all contractual obligations and it will be expected of the TA to eventually sign such contract with the Department.
- b) The TA will report directly and hand over all deliverables to be reviewed and sanctioned to the Department's Project Manager.
- c) Once appointed, purchase order number will be issued to the TA team, which must be used in all future financial related correspondence.
- d) Payment will be made after completion, review and approval of each deliverable received from the TA;
- e) The invoice must detail specific activities performed; and
- f) No up-front payments will be made. The Department will pay for satisfactory completion of work, within 30 days of submission of invoice.

### **14. EVALUATION METHODOLOGY**

The evaluation of bids will be done in terms of the Preferential Procurement Policy Framework Act 5 of 2000 (the PPPFA), read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on functionality which consist of administrative compliance and desk-top evaluation. During this stage, bids that do not meet the minimum threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e. evaluation on Price and Preference Points. It must be noted that the functionality points allocated, will not form part of the total preference points.

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The 80/20-point system will apply to this Project. A maximum of 80 points will be awarded for Price (Ps) and a maximum of 20 points will be awarded for B-BBEE status. The bid will be evaluated in the stages as set out below:

- a) Stage 1A: Mandatory Administrative Compliance.
- b) Stage 1B: Functionality.
- c) Stage 2: Price and Preference Points Evaluation.
  - ✓ Price = 80 Points
  - ✓ Preference = 20 Points

## **15. STAGE 1: ADMINISTRATIVE COMPLIANCE**

### **15.1 Mandatory Documents**

- a) A duly completed and signed Invitation to Bid form SBD 1
- b) A duly completed and signed Bidders disclosure form SBD 4
- c) A duly completed and signed Preference Points Claim Form SBD 6.1
- d) A completed and signed Pricing Schedule (Professional Services), Form SBD 3.3
- e) Detailed proposal and Project Implementation Plan with clear timeframes including the Methodology, Project resources that will be required, technical approach to data management and technical approach of the Project.
- f) A Project's organogram clearly indicating the key project team/ key expertise in relation to the Project with qualifications and detailed CVs for each Project team member/ key expertise.

**Please Note: non-adherence with the above will cause the bid to be disqualified from the bid process.**

### **15.2 Other Returnable Documents**

- a) A Tax Compliance Status Pin. For consortium or Joint-Ventures, submit a Tax Compliance Status Pin for each party.
- b) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party.
- c) Company Profile.
- d) Company registration (CIPC) document.
- e) A certified copy of a valid BBBEE certificate or affidavit. For Consortiums or Joint-Ventures, submit for each party.

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### **15.3 Stage 1B: Functionality Evaluation**

Stage 1B will entail the evaluation of bids on functionality – the total functionality points are 100 and the minimum functionality threshold is 65 points. During this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the second stage of evaluation i.e., evaluation on price and preference. It must be noted that the functionality points allocated will not form part of the total preference points.

#### **15.3.1 Functionality Evaluation Criteria**

| <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Max Points</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>1. Bidder's Experience in Transaction Advisory Services (20 Points)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |
| <b>1.1. Bidder's Experience</b><br><br>Bidders are required to provide evidence of previous experience as a Transaction Advisor. Acceptable evidence for each project must be:<br><br>a) A completed and signed list of projects detailed in the Record of Bidder Experience form, for each project; and<br><br>b) A corresponding completion certificate or reference letter for each project, indicating that the project was successfully completed.<br><br><b>Note: The Department reserves the right to verify all the details included in the submitted projects.</b> | For a project to be accepted as a valid project, it must be aligned to the scope of work of this project as detailed in Section 6 above.<br><br>The points will be allocated as per the following criteria:<br><br><ul style="list-style-type: none"> <li>• 5 completed projects, each with a corresponding completion certificate or reference letter indicating that the projects were successfully completed = 20 Points</li> <li>• 4 completed projects, each with a corresponding completion certificate or reference letter indicating that the projects were successfully completed = 15 Points</li> <li>• 3 completed projects, each with a corresponding completion certificate or reference letter indicating that the projects were successfully completed = 10 Points</li> <li>• Less than 3 completed projects = 0 Points</li> </ul> <b>Note: Should a project not be aligned to the scope of work as detailed in Section 6 above or should a project not be included in the annexure or not have a corresponding completion certificate or reference letter or not indicate that the project was successfully completed, that project will not be accepted as valid.</b> | 20                |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

| <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                                                    | <b>Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Max Points</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>2. Project Manager Credentials (20 Points)</b>                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |
| <p><b>2.1. Project Manager Qualifications</b></p> <p>Bidders are required indicate their nominated Project Manager for this Project.</p> <p>Bidders are required to provide certified copies of their academic qualifications.</p> <p>The Bidders are required to complete and sign the Record of Nominated Resources Form.</p>                               | <p>For the academic qualifications of the Project Manager to be accepted, they must be in the following disciplines:</p> <ul style="list-style-type: none"> <li>- Natural Sciences</li> <li>- Chemical Engineering</li> <li>- Process Engineering</li> <li>- Civil Engineering</li> <li>- Mechanical Engineering</li> <li>- Business Administration</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• PhD in any of the above disciplines = 10 Points</li> <li>• Master's (e.g. MBA) in any of the above disciplines or a Pr. Eng = 8 Points</li> <li>• Bachelor's (or Honours) in any of the above = 5 Points</li> <li>• Lower than Bachelor (or no qualification) = 0 Points</li> </ul> <p><b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b></p> | 10                |
| <p><b>2.2. Project Manager Professional Certification</b></p> <p>Bidders are required to provide evidence of professional certification of the nominated Project Manager by the Project Management Institute (Recognised Project Management Bodies/Institution</p> <p>The Bidder is required to complete and sign the Record of Nominated Resources Form.</p> | <p>Bidders are required to provide a certified copy of the professional certification of the Project Manager issued by the Project Management Institution (PMI) or any other relevant registration certification institution.</p> <ul style="list-style-type: none"> <li>• Professional certification as a Project Manager = 5 Points</li> <li>• No professional certification as a Project Manager = 0 Points</li> </ul> <p><b>Note: Copies of certification that are not certified or whose certification is older than 6 months will not be accepted.</b></p>                                                                                                                                                                                                                                                                                                                                     | 5                 |



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| <p><b>2.3. Project Manager Experience</b></p> <p>Bidders are required to provide the relevant experience of the Project Manager by completing and signing the Record of Nominated Resources Form.</p> <p><b>Note: The Department reserves the right to verify all the details of the submitted experience.</b></p> | <p>For the experience of the Project Manager to be accepted as relevant, it must be aligned to the scope of work of this Project as detailed in Section 6 above.</p> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 5 Points</li> <li>• 3 to 4 years of relevant experience = 3 Points</li> <li>• 1 to 2 years relevant experience = 1 Point</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul> | 5 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

| Evaluation Criteria                                                                                                                                                                                                                                                                                                                         | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Max Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <p><b>3. Core Team of Advisory Professionals (36)</b></p> <ul style="list-style-type: none"> <li>- <b>Project Finance Manager (18 Points)</b></li> <li>- <b>Project Environmental Manager (18 Points)</b></li> </ul>                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |
| <p><b>3.1. Project Finance Manager Qualifications</b></p> <p>Bidders are required indicate their nominated Project Finance Manager for this Project.</p> <p>Bidders are required to provide certified copies of their academic qualifications.</p> <p>Bidders are required to complete and sign the Record of Nominated Resources Form.</p> | <p>For the academic qualifications of the Project Finance Manager to be accepted, they must be in the following disciplines:</p> <ul style="list-style-type: none"> <li>- Finance</li> <li>- Accounting</li> <li>- Audit or Internal Audit</li> <li>- Financial Modelling</li> <li>- Mathematics of Finance</li> <li>- Actuarial Science</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• PhD in any of the above disciplines = 10 Points</li> <li>• Masters/MBA in any of the above disciplines or a Certified Internal Auditor (CIA) or a Chartered Accountant (CA) or a Chartered Financial Analyst (CFA) = 8 Points</li> <li>• Bachelor (or Honours) in any of the above = 5 Points</li> <li>• Lower than Bachelor (or no qualification) = 0 Points</li> </ul> | 10         |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|                                                                                                                                                                                                                                                                                                                                                             | <b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |
| <p><b>3.2. Project Finance Manager Experience</b></p> <p>Bidders are required to provide the relevant experience of the Project Finance Manager by completing and signing the Record of Nominated Resources Form.</p> <p><b>Note: The Department reserves the right to verify all the details of the submitted experience.</b></p>                          | <p>For the experience of the Project Finance Manager to be accepted as relevant, it must be aligned to the scope of work of this Project as detailed in Section 6 above.</p> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 8 Points</li> <li>• 3 to 4 years of relevant experience = 5 Points</li> <li>• 1 to 2 years relevant experience = 3 Points</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8  |
| <p><b>3.3. Project Environmental Manager Qualifications</b></p> <p>Bidders are required indicate their nominated Project Environmental Manager for this Project.</p> <p>Bidders are required to provide certified copies of their academic qualifications.</p> <p>The Bidders are required to complete and sign the Record of Nominated Resources Form.</p> | <p>For the academic qualifications of the Project Environmental Manager to be accepted, they must be in any of the following disciplines:</p> <ul style="list-style-type: none"> <li>- Natural Sciences</li> <li>- Environmental Sciences or Management</li> <li>- Waste Sciences or Management</li> <li>- Applied Environmental Technologies</li> <li>- Green or Circular Economy</li> <li>- Environmental or Geographical Science</li> <li>- Sustainability or Biodiversity</li> <li>- Conservation or Industrial Ecology</li> <li>- Land Use Planning</li> <li>- Integrated or Urban Waste Systems</li> <li>- Environmental Impact Systems</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• PhD in any of the above disciplines = 10 Points</li> <li>• Master's in any of the above disciplines. = 8 Points</li> <li>• Bachelor's (or Honours) in any of the above = 5 Points</li> <li>• Lower than Bachelor (or no qualification) = 0 Points</li> </ul> | 10 |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|                                                                                                                                                                                                                                                                                                                                          | <b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b>                                                                                                                                                                                                                                                                                                                                                                                                      |   |
| <b>3.4. Project Environmental Manager Experience</b><br><br>Bidders are required to provide the relevant experience of the Project Environmental Manager by completing and signing the Record of Nominated Resources Form .<br><br><b>Note: The Department reserves the right to verify all the details of the submitted experience.</b> | For the experience of the Project Environmental Manager to be accepted as relevant, it must be aligned to the scope of work of this Project as detailed in Section 6 above.<br><br>The points will be allocated as per the following criteria: <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 8 Points</li> <li>• 3 to 4 years of relevant experience = 5 Points</li> <li>• 1 to 2 years relevant experience = 3 Points</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul> | 8 |

| <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                    | <b>Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Max Points</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>4. Team of Supporting Specialists (24 Points)</b><br><br>- <b>Legal Specialist (6 Points)</b><br>- <b>Geotechnical Specialist (6 Points)</b><br>- <b>Local Governance Specialist (6 Points)</b><br>- <b>BB-BEE and Socio-Economic Specialist (6 Points)</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| <b>4.1. Legal Specialist Qualifications</b><br><br>Bidders are required to indicate their nominated Legal Specialist for this Project.<br><br>Bidders are required to provide certified copies of their academic qualifications.<br><br>The Bidders are required to complete and sign the Record of Nominated Resources Form. | For the academic qualifications of the Legal Specialist to be accepted, they need to be in any of the following disciplines: <ul style="list-style-type: none"> <li>- Any relevant branch of Law such as Commercial Law, Contract Law, Environmental Law or Municipal Law</li> </ul> The points will be allocated as per the following criteria: <ul style="list-style-type: none"> <li>• Master's in any of the above disciplines = 3 Points</li> <li>• Bachelor's (or Honours) in any of the above = 2 Points</li> <li>• Diploma in any of the above = 1 Point</li> <li>• Lower than Diploma (or no qualification) = 0 Points</li> </ul> | 3                 |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |
| <p><b>4.2. Legal Specialist Experience</b></p> <p>Bidders are required to provide the relevant experience of the Legal Specialist by completing and signing the Record of Nominated Resources Form.</p> <p>The Bidders are required to complete and sign the Record of Nominated Resources Form.</p> <p><b>Note: The department reserves the right to verify all the details of the submitted experience.</b></p> | <p>For the experience of the Legal Specialist to be accepted as relevant, it must include experience in any of the following:</p> <ul style="list-style-type: none"> <li>- Legal, institutional, governance, and TA services.</li> <li>- Local government governance matters and legislation.</li> <li>- Leading a legal team, performing legal QA on bid documents and reports.</li> <li>- Drafting project development agreements such as Design, Build, Finance, Operate (DBFO) agreements (or similar agreements)</li> <li>- Facilitating negotiations of legal aspects of the Project.</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 3 Points</li> <li>• 3 to 4 years of relevant experience = 2 Points</li> <li>• 1 to 2 years relevant experience = 1 Point</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul> | 3 |
| <p><b>4.3. Geotechnical Specialist Qualifications</b></p> <p>Bidders are required to indicate their nominated Geotechnical Specialist for this Project.</p> <p>Bidders are required to provide certified copies of their academic qualifications.</p> <p>The Bidders are required to complete and sign the Record of Nominated Resources Form.</p>                                                                | <p>For the academic qualifications of the Geotechnical Specialist to be accepted, they must be in any of the following disciplines:</p> <ul style="list-style-type: none"> <li>- Geology</li> <li>- Civil Engineering</li> <li>- Geotechnical Engineering</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• Master's in any of the above disciplines = 3 Points</li> <li>• Bachelor's (or Honours) in any of the above = 2 Points</li> <li>• Diploma in any of the above = 1 Point</li> <li>• Lower than Diploma (or no qualification) = 0 Points</li> </ul>                                                                                                                                                                                                                                                                                                                             | 3 |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|                                                                                                                                                                                                                                                                                                                                    | <b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |
| <p><b>4.4. Geotechnical Specialist Experience</b></p> <p>Bidders are required to provide the relevant experience of the Geotechnical Specialist by completing and signing the Record of Nominated Resources Form.</p> <p><b>Note: The Department reserves the right to verify all the details of the submitted experience.</b></p> | <p>For the experience of the Geotechnical Specialist to be accepted as relevant, it must be in any of the following:</p> <ul style="list-style-type: none"> <li>- Conducting geotechnical investigations of the sites.</li> <li>- Analysing soil mechanics to understand soil properties, and soil behaviour under stress.</li> <li>- Design of shallow and deep foundations based on load and soil conditions</li> <li>- Conducting slope stability analysis to evaluate and mitigating landslide risks and embankment failures.</li> <li>- Undertaking rock mechanics and rock strength analysis, fracture patterns, and excavation stability assessments.</li> <li>- Executing ground improvement techniques such as soil compaction, grouting, and soil stabilization.</li> <li>- Designing retaining walls and systems to resist lateral earth pressures.</li> <li>- Analysing soil-structure interactions and modelling how structures and the ground influence each other.</li> <li>- Conducting groundwater modelling to understanding seepage, pore pressure, and hydrogeological impacts</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 3 Points</li> <li>• 3 to 4 years of relevant experience = 2 Points</li> <li>• 1 to 2 years relevant experience = 1 Point</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul> | 3 |
| <p><b>4.5. Local Government Specialist Qualifications</b></p> <p>Bidders are required indicate their nominated Local Government Specialist for this Project.</p> <p>Bidders are required to provide certified copies of their academic qualifications.</p>                                                                         | <p>For the academic qualifications of the Local Government Specialist to be accepted, they must be in any of the following disciplines:</p> <ul style="list-style-type: none"> <li>- Development Studies or Finance</li> <li>- Public Administration</li> <li>- Municipal Studies or Law</li> <li>- Public Policy/ Administration or Finance</li> <li>- Public Management or Governance</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• Master's in any of the above disciplines = 3 Points</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3 |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| <p>Bidders are required to complete and sign the Record of Nominated Resources Form.</p>                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>• Bachelor (or Honours) in any of the above = 2 Points</li> <li>• Diploma in any of the above = 1 Point</li> <li>• Lower than Diploma (or no qualification) = 0 Points</li> </ul> <p><b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
| <p><b>4.6. Local Government Specialist Experience</b></p> <p>Bidders are required to provide the relevant experience of the Local Government Specialist by completing and signing the Record of Nominated Resources Form.</p> <p><b>Note: The Department reserves the right to verify all the details of the submitted experience.</b></p> | <p>For the experience of the Local Government Specialist to be accepted as relevant, it must be in any of the following:</p> <ul style="list-style-type: none"> <li>- Experience in infrastructure development projects in waste management services</li> <li>- Project management</li> <li>- Service delivery improvement projects.</li> <li>- Knowledge of the local government sector, municipal policy development frameworks and guidelines.</li> <li>- Understanding PPP principles and risk management,</li> <li>- Skills in financial analysis and strategic planning,</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 3 Points</li> <li>• 3 to 4 years of relevant experience = 2 Points</li> <li>• 1 to 2 years relevant experience = 1 Point</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul> | 3 |
| <p><b>4.7. B-BBEE and Socio-Economic Specialist Qualifications</b></p> <p>Bidders are required to indicate their nominated B-BBEE and Socio-Economic Specialist for this Project.</p> <p>Bidders are required to provide certified copies of their academic qualifications.</p>                                                            | <p>For the academic qualifications of the B-BBEE and Socio-Economic Specialist to be accepted, they must be in the following disciplines:</p> <ul style="list-style-type: none"> <li>- Commerce</li> <li>- Law</li> <li>- Development Studies or Finance</li> <li>- Business Management or Administration</li> <li>- Public Administration</li> <li>- Municipal Studies or Law</li> <li>- Public Policy or Administration or Finance</li> <li>- Public Management or Governance</li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• Master's in any of the above disciplines = 3 Points</li> </ul>                                                                                                                                                                                                                                                                            | 3 |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <p>The Bidders are required to complete and sign the Record of Nominated Resources Form.</p>                                                                                                                                                                                                                                                                 | <ul style="list-style-type: none"> <li>• Bachelor (or Honours) in any of the above = 2 Points</li> <li>• Diploma in any of the above = 1 Point</li> <li>• Lower than Diploma (or no qualification) = 0 Points</li> </ul> <p><b>Note: Copies of certificates that are not certified or whose certification is older than 6 months will not be accepted.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <p><b>4.8. B-BBEE and Socio-Economic Specialist Experience</b></p> <p>Bidders are required to provide the relevant experience of the B-BBEE and Socio-Economic Specialist by completing and signing the Record of Nominated Resources Form.</p> <p><b>Note: The Department reserves the right to verify all the details of the submitted experience.</b></p> | <p>For the experience of the B-BBEE and Socio-Economic Specialist to be accepted as relevant, it must be in any of the following:</p> <ul style="list-style-type: none"> <li>- Providing advisory services on the socio-economic aspects of an enviro or waste management project.</li> <li>- Public sector procurement and preferential procurement policies and processes, best practice by public and private sector entities in socio-economic development.</li> <li>- Providing advisory services on socio-economic models and systems that underpin the sourcing and purchasing of goods and services from HDIs and SMMEs.</li> <li>- Working with (and the application of) the relevant socio-economic legal prescripts such as: <ul style="list-style-type: none"> <li>- Preferential Procurement Policy Framework Act,</li> <li>- B-BBEE Act No.53 of 2003,</li> <li>- B-BBEE Amended Codes of Good Practice and Amended Sector Codes</li> <li>- MFMA Regulations</li> <li>- Regulations relating to Supply Chain Management</li> </ul> </li> </ul> <p>The points will be allocated as per the following criteria:</p> <ul style="list-style-type: none"> <li>• 5 or more years of relevant experience = 3 Points</li> <li>• 3 to 4 years of relevant experience = 2 Points</li> <li>• 1 to 2 years relevant experience = 1 Point</li> <li>• Less than 1 year of relevant experience = 0 Points</li> </ul> | 3          |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                 | <b>Maximum score for Stage 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>100</b> |
| <b>Minimum Threshold</b>                                                                                                                                                                                                                                                                                                                                     | <b>65 points</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |

***Note: Any supplier scoring less than 65 points during this stage of evaluation shall not be considered for the next stage of the evaluation process.***

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**15.3.2 Stage 2 of the Evaluation Process: Price and Preference Point Evaluation**

The Price and Specific goals will be evaluated and scored in terms of Regulations 4(1) and 4(2) of the Preferential Procurement Regulations, 2022, as follows:

| <b>SPECIFIC GOALS</b> | <b>POINTS</b> |
|-----------------------|---------------|
| <b>Price</b>          | <b>80</b>     |
| <b>Specific goals</b> | <b>20</b>     |

Bids will be evaluated in terms of the **80/20** Preference Point System.

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**Points Awarded for B-BBEE Status Level of Contributor**

In terms of the Preferential Procurement Regulations, 2022, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of Points<br/>(80 / 20 system)</b> |
|-------------------------------------------|----------------------------------------------|
| 1                                         | 20                                           |
| 2                                         | 18                                           |
| 3                                         | 14                                           |
| 4                                         | 12                                           |
| 5                                         | 8                                            |
| 6                                         | 6                                            |
| 7                                         | 4                                            |
| 8                                         | 2                                            |
| Non-compliant contributor                 | 0                                            |



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Specific goals points must be awarded to a service provider for attaining or meeting the specific goals in accordance with the table below:

| <b>Specific Goals<br/>(historically disadvantaged individuals)</b> | <b>Number of Points</b> |
|--------------------------------------------------------------------|-------------------------|
| Black owned                                                        | <b>4</b>                |
| Women owned                                                        | <b>3</b>                |
| Owned by People with Disabilities                                  | <b>5</b>                |
| Owned by Youth                                                     | <b>3</b>                |
| Owned by Military Veterans                                         | <b>5</b>                |

**Note: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended, at the date of tender closure, and available on [www.treasury.gov.za](http://www.treasury.gov.za)**

#### **16. SUBMISSION OF PROJECT PROPOSAL**

Bidders must neatly bind their bid document/s and ensure that all pages are completed in full and duly signed. All submissions must be made as follows:

- a) The hard copy proposals must be submitted in 2 different sealed envelopes: one (1) for proposal (technical response) and one (1) for pricing schedule.
- c) The submissions must be clearly marked with the description and the RFP number and submitted at: Gauteng Department of Agriculture and Rural Development, Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg

#### **17. EXPERIENCE AND EXPERTISE REQUIRED**

The TA must make available sufficiently qualified and trained personnel and their CVs to the Department. The TA must be able to commence rendering the required services at an effective level on the specified date. Failure to do so will be breach of contract by TA Team.

#### **18. PREVIOUS EXPERIENCE AND CLIENT REFERENCES**

The Bidder must provide a statement of work successfully completed and a list of client reference in the table provided below.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

Insert in the table below, the details of successfully completed work.

| <b>Client</b> | <b>Nature of Work</b> | <b>Value of Work</b> | <b>Year Completed</b> |
|---------------|-----------------------|----------------------|-----------------------|
| 1.            |                       |                      |                       |
| 2.            |                       |                      |                       |
| 3.            |                       |                      |                       |
| 4.            |                       |                      |                       |
| 5.            |                       |                      |                       |

The Bidder must also furnish details of clients who will comment on their as clients experience with the Bidder.

| <b>Client</b> | <b>Contact</b> | <b>Telephone No.</b> |
|---------------|----------------|----------------------|
| 1.            |                |                      |
| 2.            |                |                      |
| 3.            |                |                      |
| 4.            |                |                      |
| 5.            |                |                      |

**19. THE DEPARTMENT'S RIGHTS TO AWARD TO ONE OR MULTIPLE BIDDER(S)**

The Department reserves the right to award the Project to one or multiple bidder(s) on the basis of expertise and experience for different project focus areas.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"

**20. GENERAL ISSUES**

- a) The time allocation for this Project must be stipulated by the TA as per the duration in this TOR and any deviations thereon agreed upon with the Department.
- b) Reports must be in MS Word format and must include an executive summary.
- c) Reports are the property of the Department and are to be used or distributed only with the written permission of the Department.
- d) No presentations of reports and/or graphical information may be made without the prior written permission of the Department.
- e) General conditions are stipulated in the various documents which make up the RFP pack.

**21 GPT ELECTRONIC INVOICE SUBMISSION AND TRACKING**

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder/s in this regard, if required.

**22. NON-COMPULSORY BRIEFING SESSION**

A physical non-compulsory tender briefing session will be held on 24 October 2025, *at 10 o'clock*. The venue details are as follows: Gauteng Department of Agriculture, Umnotho House, 56 Eloff Street, Auditorium - 2<sup>nd</sup> Floor Annex Building, Marshalltown, Johannesburg.... The tender briefing session will be held to explain the requirements to prospective bidders and allow the opportunity for questions.

**23. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

- a) In order for the Department to consider the Bidder's response to the RFQ to become a TA of the Department, it will be necessary for the Department to process certain personal information which the Bidder may share with the Department, for the purpose of the response to RFQ, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").
- b) The Department will process the Bidder's Personal Information in accordance with the Department's applicable policies and manuals.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"

c) **Access to Bidder's Personal Information and Purpose Specification**

The Department will process Personal Information for purposes of assessing the Bidder's submission in relation to the RFQ, i.e., the purposes of assessing current services/goods required by the Department. the Department may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that the Department's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

d) **Consent**

By its mere submission of the quotation and associated documents, the Bidder agrees and voluntarily consents to the Department's processing of the Bidder's Personal Information for the purposes of evaluating its RFQ submission, including to confirm and to verify any information provided in the submission and Bidder gives the Department permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to the Department and the Bidder agrees that the Personal Information may be disclosed by the Department to third parties, including the Department's affiliate(s), service provider(s) and associate(s) (some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraws its consent at any stage, the Department may be unable to process Bidder's RFQ.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A  
FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"

## 24 THE DEPARTMENT'S CONTACT PERSONS

**Supply Chain Management related queries may be directed at:**

- Ms. Olga Ramululumisi  
Supply Chain Management Directorate  
Email: [olga.ramululumisi@gauteng.gov.za](mailto:olga.ramululumisi@gauteng.gov.za)

**Transaction related enquiries should be directed at:**

- Ms Palesa Mathibeli  
Director: Pollution and Waste Management  
Email: [Palesa.Mathibeli@gauteng.gov.za](mailto:Palesa.Mathibeli@gauteng.gov.za)
- Ms. Lerato Lukhele  
Pollution and Waste Management Directorate  
Email: [Lerato.Lukhele@gauteng.gov.za](mailto:Lerato.Lukhele@gauteng.gov.za)

**RECORD OF NOMINATED RESOURCES****NOTE:**

1. Bidders are required to complete the record of experience below in full.
  2. Additional to completing the record of experience in full, bidders are required to provide certified copies of the academic qualifications of the nominated resources. The certification should not be older than 3 months.
  3. Bidders are required to sign the record of nominated resources in the presence of a Commissioner of Oaths or Justice of Peace, who must also stamp the record of company experience.
- 

**PERSONAL DETAILS OF THE NOMINATED RESOURCE**

|                                         |  |
|-----------------------------------------|--|
| NAME OF THE NOMINATED RESOURCE          |  |
| POSITION NOMINATED FOR                  |  |
| CURRENT STATUS OF EMPLOYMENT/OCCUPATION |  |

**QUALIFICATIONS OF THE NOMINATED RESOURCE**

|                 | Name of Qualification | NQF Level | Institution | Date Graduated |
|-----------------|-----------------------|-----------|-------------|----------------|
| Qualification 1 |                       |           |             |                |
| Qualification 2 |                       |           |             |                |
| Qualification 3 |                       |           |             |                |
| Qualification 4 |                       |           |             |                |
| Qualification 5 |                       |           |             |                |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

**REGISTRATION WITH PROFESSIONAL BODIES**

|                     | Professional Registration Body | Level of Registration | Registration Number | Date of Registration |
|---------------------|--------------------------------|-----------------------|---------------------|----------------------|
| Prof Registration 1 |                                |                       |                     |                      |
| Prof Registration 2 |                                |                       |                     |                      |
| Prof Registration 3 |                                |                       |                     |                      |

**EXPERIENCE OF THE NOMINATED RESOURCE**

|                                                                                                                        | Name of Employer /<br>Relevant Project | Position Held /<br>Role within a Project | Description of the Role / Project<br>(and any other corresponding responsibilities) | Start Date | End Date |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------|------------|----------|
| 1.                                                                                                                     |                                        |                                          |                                                                                     |            |          |
| Name and Position of a reference for above experience:<br><br>Telephone and Email of a reference for above experience: |                                        |                                          |                                                                                     |            |          |
| 2.                                                                                                                     |                                        |                                          |                                                                                     |            |          |
| Name and Position of a reference for above experience:<br><br>Telephone and Email of a reference for above experience: |                                        |                                          |                                                                                     |            |          |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"

|                                                                 |  |  |  |  |  |
|-----------------------------------------------------------------|--|--|--|--|--|
| 3.                                                              |  |  |  |  |  |
| <b>Name and Position of a reference for above experience:</b>   |  |  |  |  |  |
| <b>Telephone and Email of a reference for above experience:</b> |  |  |  |  |  |
| 4.                                                              |  |  |  |  |  |
| <b>Name and Position of a reference for above experience:</b>   |  |  |  |  |  |
| <b>Telephone and Email of a reference for above experience:</b> |  |  |  |  |  |
| 5.                                                              |  |  |  |  |  |
| <b>Name and Position of a reference for above experience:</b>   |  |  |  |  |  |
| <b>Telephone and Email of a reference for above experience:</b> |  |  |  |  |  |
| 6.                                                              |  |  |  |  |  |
| <b>Name and Position of a reference for above experience:</b>   |  |  |  |  |  |
| <b>Telephone and Email of a reference for above experience:</b> |  |  |  |  |  |



TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"

I declare and confirm that I have read and understand the meaning of the Note above and that, by my signature, I declare that the information provided herein is true, and that the qualifications, the professional registrations and the experience and the corresponding responsibilities stated above are truly my own experiences.

DATE AND SIGNATURE BY BIDDER: .....  
.....

COMMISSIONER OF OATHS.....(Commissioner's stamp)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

**RECORD OF COMPANY EXPERIENCE**

**NOTE:**

4. Bidders are required to complete the record of experience below in full.
5. Additional to completing the record of experience in full, bidders are required to provide a corresponding completion certificate or reference letter for each project stated in the record of experience, indicating that the project was successfully completed.
6. Bidders are required to sign the record of company experience in the presence of a Commissioner of Oaths or Justice of Peace, who must also stamp the record of company experience.

**Project 1**

|                                                                                                                                   |  |                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|--|
| - Client                                                                                                                          |  | - Name of contact person:           |  |
| - Project Ref No.:                                                                                                                |  | - Position of contact person:       |  |
| - Project Start Date:                                                                                                             |  | - Tel number of contact person:     |  |
| - Project End Date:                                                                                                               |  | - E-mail address of contact person: |  |
| - Position held in the Project:                                                                                                   |  |                                     |  |
| <p><b>State the details of the project and the role of the bidder in the project:</b></p><br><br><br><br><br><br><br><br><br><br> |  |                                     |  |

**Project 2**

|                       |  |                                 |  |
|-----------------------|--|---------------------------------|--|
| - Client              |  | - Name of contact person:       |  |
| - Project Ref No.:    |  | - Position of contact person:   |  |
| - Project Start Date: |  | - Tel number of contact person: |  |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

|                                                                                                                            |  |                                            |  |
|----------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------|--|
| <b>- Project End Date:</b>                                                                                                 |  | <b>- E-mail address of contact person:</b> |  |
| <b>- Position held in the Project:</b>                                                                                     |  |                                            |  |
| <b>State the details of the project and the role of the bidder in the project:</b><br><br><br><br><br><br><br><br><br><br> |  |                                            |  |

**Project 3**

|                                                                                                                            |  |                                            |  |
|----------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------|--|
| <b>- Client</b>                                                                                                            |  | <b>- Name of contact person:</b>           |  |
| <b>- Project Ref No.:</b>                                                                                                  |  | <b>- Position of contact person:</b>       |  |
| <b>- Project Start Date:</b>                                                                                               |  | <b>- Tel number of contact person:</b>     |  |
| <b>- Project End Date:</b>                                                                                                 |  | <b>- E-mail address of contact person:</b> |  |
| <b>- Position held in the Project:</b>                                                                                     |  |                                            |  |
| <b>State the details of the project and the role of the bidder in the project:</b><br><br><br><br><br><br><br><br><br><br> |  |                                            |  |



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

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|--|

**Project 6**

|                                                                                    |  |                                            |  |
|------------------------------------------------------------------------------------|--|--------------------------------------------|--|
| <b>- Client</b>                                                                    |  | <b>- Name of contact person:</b>           |  |
| <b>- Project Ref No.:</b>                                                          |  | <b>- Position of contact person:</b>       |  |
| <b>- Project Start Date:</b>                                                       |  | <b>- Tel number of contact person:</b>     |  |
| <b>- Project End Date:</b>                                                         |  | <b>- E-mail address of contact person:</b> |  |
| <b>- Position held in the Project:</b>                                             |  |                                            |  |
| <b>State the details of the project and the role of the bidder in the project:</b> |  |                                            |  |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE REGIONAL INTEGRATED WASTE FACILITY "ECOPARK"**

**Project 7**

|                                                                                                                                |  |                                     |  |
|--------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|--|
| - Client                                                                                                                       |  | - Name of contact person:           |  |
| - Project Ref No.:                                                                                                             |  | - Position of contact person:       |  |
| - Project Start Date:                                                                                                          |  | - Tel number of contact person:     |  |
| - Project End Date:                                                                                                            |  | - E-mail address of contact person: |  |
| - Position held in the Project:                                                                                                |  |                                     |  |
| <b>State the details of the project and the role of the bidder in the project:</b><br><br><br><br><br><br><br><br><br><br><br> |  |                                     |  |

I declare that and confirm that I have read and understand the meaning of the Note above and that, by my signature, I declare that the information provided herein is true, that the experience stated and the corresponding responsibilities are truly my own experiences.

**DATE AND SIGNATURE BY BIDDER:** .....

**COMMISSIONER OF OATHS**..... **(Commissioner's stamp)**



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

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

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



# INTEGRITY PACT FOR BUSINESSES

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**



## **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## **6. REPUTATION**

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

| GAUTENG CITY REGION VALUES SYSTEM                                                                     |                                                                              |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| CORE VALUES                                                                                           | ETHICAL VALUES                                                               |
| Patriotism<br>Purposefulness<br>Team focused<br>Integrity<br>Accountability<br>Passionate<br>Activism | Integrity<br>Accountability<br>Dignity<br>Transparency<br>Respect<br>Honesty |

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

|                         | Gauteng Ethics Hotline                                                                | National Anti-Corruption Hotline                                                                                                          |
|-------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Toll-free number</b> | 080 1111 633                                                                          | 0800 701 701                                                                                                                              |
| <b>SMS call-back</b>    | 49017                                                                                 | N/A                                                                                                                                       |
| <b>E-mail</b>           | <a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>                  | <a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>                                                                                      |
| <b>Fax</b>              | 086 726 1681                                                                          | 0800 204 965                                                                                                                              |
| <b>Website</b>          | <a href="http://www.thehotline.co.za">www.thehotline.co.za</a>                        | <a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>                                  |
| <b>Post</b>             | Chief Directorate: Integrity<br>Management<br>Private Bag X61<br>Marshalltown<br>2001 | Public Service Commission<br>Private X121<br>Pretoria<br>0001                                                                             |
| <b>Walk-in</b>          | Office of the Premier<br>55 Marshall Street<br>Marshalltown<br>Johannesburg<br>2001   | Gauteng Provincial Office<br>Public Service Commission<br>Schreiner Chambers 6 <sup>th</sup> Floor<br>94 Pritchard Street<br>Johannesburg |

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the

Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## **11. CONFLICT OF INTEREST**

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## **12. LEGAL ACTIONS**

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **13. VALIDITY**

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**GPG INTEGRITY PACT FOR BUSINESSES**

| <b>BIDDER/SUPPLIER/SERVICE PROVIDER</b> |  |
|-----------------------------------------|--|
| <b>Signature of the CEO</b>             |  |
| <b>Full name of the CEO</b>             |  |
| <b>Tender number</b>                    |  |
| <b>Date</b>                             |  |

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)