GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal	Page 1 of 4

RFP NUMBER	GTGDARDE/027/2024
RFP DESCRIPTION	REQUEST FOR QUALIFICATION (RFQ): TOURISM PUBLIC PRIVATE PARTNERSHIP (PPP) OPPORTUNITY AT SUIKERBOSRAND NATURE RESERVE

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT

BRIEFING SESSION	**Y**	✔	**N**		**SESSION COMPULSORY**		**Y**		**N**	
					SESSION HIGHLY RECOMMENDED		**Y**		**N**	✔
BRIEFING VENUE	Suikerbosrand Reserve, R550 Road, Kliprivier, Heidelberg				**DATE**	09 February 2024	**TIME**	10:00		

TERM AGREEMENT CALLED FOR?	**Y**		**N**	✔	**TERM DURATION**	N/A

CLOSING DATE	15 March 2024	**CLOSING TIME**	11:00

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

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
  Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

This RFP Pack is mainly for “PRE-QUALIFICATION OF BIDDERS” and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

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

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PART A
INVITATION TO BID

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	Department of Agriculture, Rural Development and Environment
CONTACT PERSON	Ms. Lindi Ngati
TELEPHONE NUMBER	N/A
FACSIMILE	N/A
E-MAIL ADRESS	ursula.ngati@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Department of Agriculture, Rural Development and Environment
CONTACT PERSON	Dr. Claire Ntshane
TELEPHONE NUMBER	(011) 240-2505 / 081 312 4035
FACSIMILIE	N/A
E-MAIL ADRESS	Claire.Ntshane@gauteng.gov.za

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	**Y**	✔	**N**		SERVICE BASED	**Y**	✔	**N**		VALUE BASED	**Y**		**N**	
VALUE BASED	**Y**		**N**											
QUANTITY BASED	**Y**		**N**											
TERM BASED	**Y**		**N**											

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.

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RFP Point System | Page 1 of 1

RFP NUMBER	GTGDARDE/027/2024	CLOSING DATE	15 March 2024
VALIDITY OF RFP	90 Days	CLOSING TIME	11:00

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000
*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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

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

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

N/A **Point System**

Points SHALL be allocated as follows:

N/A **Points for** N/A

N/A **Points for** N/A

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	**Y**	✔	**N**		SERVICE BASED	**Y**	✔	**N**		VALUE BASED	**Y**		**N**	
VALUE BASED	**Y**		**N**											
QUANTITY BASED	**Y**		**N**											
TERM BASED	**Y**		**N**											

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
	Instructions to Bidders	Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.

2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.

3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.

4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.

5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US $ 10 million is expected.

6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).

8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).

9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).

11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).

12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).

13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).

15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).

16. Delivery basis (not applicable for Pre-qualification of Bidders):

    (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
    (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on RFP 06 (RFP Price Schedule per item).

17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.

18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.

19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full

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

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.

21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.

22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.

23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.

25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.

26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).

27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:

- NAME AND ADDRESS OF THE BIDDER;
- THE BID (RFP) NUMBER; AND
- THE CLOSING DATE.

The bid must be deposited or posted;

- posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
- deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.

28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.

29. **Compulsory GPG Contract**: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	

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

Full Name	Identity Number	Name of State institution

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

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 consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

Signature		**Date**	
Position		**Name of Bidder**	

GAUTENG PROVINCE
PROVINCIAL TREASURY
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Special Conditions | Page 1 of 3

RFP NUMBER	GTGDARDE/027/2024
RFP DESCRIPTION	REQUEST FOR QUALIFICATION (RFQ): TOURISM PUBLIC PRIVATE PARTNERSHIP (PPP) OPPORTUNITY AT SUIKERBOSRAND NATURE RESERVE
CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	☐	**SABS /Equivalent Certificate** May not be older than one (1) year,the cost of which will be for the account of the bidder.	☐	**Bidders Briefing Session**	☐

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
Page 27 - 32	100
TOTAL	100

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- **Stage One**– Functionality Evaluation

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	

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

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

Comments to include:

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

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

==

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

GAUTENG PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR QUALIFICATION (RFQ):
Tourism PPP opportunity at Suikerbosrand Nature Reserve

The Gauteng Department of Agriculture, Rural Development and Environment (GDARDE) intends to form a public private partnership (PPP) in which it gives a selected private party rights to the commercial use of Suikerbosrand Nature Reserve (SNR). The Suikerbosrand Nature Reserve PPP Opportunity entails the development, operation, management and maintenance of the following tourism and visitor facilities, and concomitant nature-based activities, in compliance with the Management Plan for the Suikerbosrand Nature Reserve and the Nature Reserve Regulations, at sites in the Suikerbosrand Nature Reserve:

1. The conference centre, including its commercial kitchen facilities;
2. Kiepersol camp, including its accommodation and communal facilities;
3. Protea camp, including its accommodation, laundry, communal, and back of house facilities;
4. Kareekloof resort park, including its chalets, caravan park, conference facilities and communal facilities; and
5. Ouhout camp, including its accommodation and communal facilities;

The SNR PPP Opportunity will be offered as a long-term opportunity that will be granted for 25-years. The long-term period will allow the Private Sector to invest in making the Suikerbosrand a sought-after product whilst ensuring return on investment.

The GDARDE invites prospective investors and operators to submit pre-qualification bids in line with the GDARDE's mandate and aims and responsive to the GDARDE's specifications and objectives for this tourism PPP opportunity. Interested parties will be expected to meet certain minimum financial, experience and black economic empowerment (BEE) criteria in order to pre-qualify.

Pre-qualified bidders will be invited to submit detailed bids containing specific financial, functional and BEE proposals at a later stage.

The GDARDE will enter into a PPP agreement with the winning bidder for a period likely to provide a fair return on investment for the private party. In return, the private party will meet agreed environmental, development, operating and broad-based BEE obligations, and pay a PPP fee to the GDARDE.

Enquiries can be sent to:

The Project Manager

Dr Claire Ntshane

Tel: +2711 240 2505/+27813124035

Email: Claire.Ntshane@gauteng.gov

Interested parties are required to submit proposals, only in the format given in the RFQ document.

GAUTENG PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

Request for qualification:

Tourism PPP opportunity at Suikerbosrand Nature Reserve

Gauteng Department of Agriculture, Rural Development and Environment (GDARDE)

The GDARDE requests interested Bidders to submit their qualifications for the commercial use of the Suikerbosrand Nature Reserve PPP Opportunity at Suikerbosrand Nature Reserve through a public private partnership (PPP) agreement.

This request for qualification (RFQ) for tender number GT/GDARDE/027/2024 is issued by GDARDE in accordance with the guidelines for public private partnerships (PPP) contained in *National Treasury's PPP Toolkit for Tourism*, and in compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act, 1999.

Contents

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1. Definitions

In this RFQ the following words or expressions shall have the following meaning:

1.1 "B-BBEE Code means the Tourism B-BBEE Sector Code issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act 53 of 2003.

1.2 "Bidder” means a person who submits a bid in respect of the SNR PPP Opportunity pursuant to the issue of the RFP.

1.3 “Biodiversity” carries the same meaning as defined in the Biodiversity Act.

1.4 "Biodiversity Act” means the National Environmental Management: Biodiversity Act 10 of 2004.

1.5 “CPA Act” means the Communal Property Associations Act 28 of 1996.

1.6 “Ecotourism” means tourism which is sensitive to the Protected Area status of a Protected Area and which complies with the Management Plan.

1.7 “GDARDE” means the Gauteng Department of Agriculture, Rural Development and Environment.

1.8 "Institution” means GDARDE, who has been appointed as Management Authority of the Suikerbosrand Nature Reserve in terms of Section 38(2) of the Protected Areas Act.

1.9 "Koppieskraal CPA” means the Koppieskraal Communal Property Association, established in terms of Section 8 of the CPA Act, which has as its main object the holding of land successfully claimed under the Restitution Act.

1.10 "Management Plan” means the management plan for the Suikerbosrand Nature Reserve.

1.11 "Nature Reserve” means an area proclaimed as such in terms of Section 23 of the Protected Areas Act.

1.12 "Nature Reserve Regulations” means the Regulations for the Proper Administration of Nature Reserves, 2012, issued under the Protected Areas Act and published in Government Gazette 35021 of 8 February 2012

1.13 “Operator” shall mean a person who applies for Qualification.

1.14 "PFMA" means the Public Finance Management Act, No. 1 of 1999.

1.15 "PPP" means a Public Private Partnership as defined in the Regulations issued under the PFMA.

1.16 "PPP Fee" means a fee that will be paid to the Institution in terms of the PPP Agreement concluded pursuant to the SNR PPP Opportunity being awarded to the successful Bidder.

1.17 "Prospective RFQ Respondent" means a person who obtains a copy of this RFQ with a view to submitting an RFQ Response.

1.18 "Protected Area" means an area proclaimed as such in terms of the Protected Areas Act;

1.19 "Protected Areas Act" means the National Environmental Management: Protected Areas Act 57 of 2003.

1.20 "Qualification" means the process of ensuring that Bidders have the functionality, the financial strengths, and the BEE profile required to implement the project to the prescribed standards, to allow them to enter the RFP stage.

1.21 "Restitution Act" means the Restitution of Land Rights Act 22 of 1994.

1.22 "RFP" means the document inviting Bidders to submit proposals in respect of the SNR PPP Opportunity, which document provides Bidders with information about the project envisaged with the SNR PPP Opportunity, the Institution's requirements, how bids must be completed and submitted, and how bids will be evaluated.

1.23 "RFQ/this RFQ" means this Request for Qualification document inviting interested Bidders to present appropriate information about themselves and setting out the Qualification evaluation criteria and processes.

1.24 RFQ Respondent means a person who submits an RFQ Response.

1.25 "RFQ Response" means the response of an interested Bidder that is submitted in response to this RFQ, to qualify for the RFP stage.

1.26 "SNR/Suikerbosrand Nature Reserve" means the Suikerbosrand Nature Reserve situated between Heidelberg and Alberton, 17,899 ha in extent a part of which, 11,595 ha, has been proclaimed as a Protected Area in terms of Section 23 of the Protected Areas Act, and a part of which, the Remainder of the Farm Koppieskraal 157-IR, has been successfully claimed by the Koppieskraal CPA in terms of the provisions of the Restitution Act.

1.27 “Suikerbosrand Nature Reserve/SNR PPP Opportunity” means the PPP opportunity as described in Chapter 4 hereof.

1.28 "Tender” means tender number GT/GDARDE/027/2024 issued by GDARDE.

1.29 “Tourism BEE Charter” means the Tourism BEE Charter and Scorecard, 2005 developed by the Tourism Sector under the auspices of the national Department of Environmental Affairs and Tourism.

2. Important general notes

2.1 <u>Registration of Prospective RFQ Respondents</u>

2.1.1 Every person that obtains a copy of this RFQ with a view to submitting an RFQ Response has to register as a Prospective RFQ Respondent. Such registration requires completion of the required web form on the Gauteng provincial government tender management system, titled 'Non-Binding Expression of Interest'. This includes providing the contact and other details of the contact person, as well as details of the business and business address of the person intending to participate in the RFQ process.

2.1.2 The details submitted in the expression of interest shall be published on the dedicated website established for the Tender and the PPP, to enable other interested persons to obtain details of Prospective RFQ Respondents.

2.1.3 Any person that obtains this RFQ without registering as a Prospective RFQ Respondent and completing a Non-Binding Expression of Interest, is precluded from submitting an RFQ Response, unless submitted by a consortium of which such person is a member.

2.2 <u>Failure to Comply with Mandatory Requirements, Incorrect or Misleading Information and Other Grounds of Disqualification</u>

2.2.1 Any failure on the part of an RFQ Respondent to comply with mandatory requirements set out in this RFQ may result in an RFQ Response being treated as non-compliant and the RFQ Respondent being disqualified from any further participation in the Tender.

2.2.2 Non-compliant RFQ Responses may be rejected without being further evaluated.

2.2.3 Any RFQ Response which is based on incorrect or misleading information or documentation provided by the RFQ Respondent or any of its constituent members, may lead to the RFQ Respondent being disqualified or any decision in respect of the Qualification being revoked.

2.2.4 In addition to any other events envisaged in or arising from this RFQ, the following events constitute (without being exhaustive) grounds upon which an RFQ Respondent, may be disqualified:

2.2.4.1 An infringement of any undertakings and/or warranties by any RFQ Respondent or any of its respective members, directors, officers, employees, agents, or advisors; and

2.2.4.2 Past, present, or future participation by any RFQ Respondent or by any member of an RFQ Respondent or by any of its respective directors, officers, employees, agents, or advisors, in any activity which may constitute corruption, bribery or impropriety.

2.3 Communication Protocol and Clarifications

2.3.1 This RFQ overrides all other GDARDE communications to Prospective RFQ Respondents and RFQ Respondents about this PPP opportunity.

2.3.2 No verbal discussion with any staff or advisor of GDARDE can change, add to or clarify any of the terms and conditions contained in this RFQ. RFQ Respondents should only rely on written changes, additions, or clarifications from duly authorised staff of GDARDE, circulated to Prospective RFQ Respondents and RFQ Respondents. Email communications from GDARDE to Prospective RFQ Respondents and RFQ Respondents will count as written communications.

2.3.3 All enquiries and requests for further information in respect of the RFQ must be in writing and directed to Dr Claire Ntshane at claire.ntshane@gauteng.gov.za no later than 5 February 2024 and 12:00. A response to the enquiry may be circulated to other Prospective RFQ Respondents.

2.3.4 Any notices sent from GDARDE to Prospective RFQ Respondents and RFQ Respondent shall be considered to have been delivered to a Prospective RFQ Respondent and RFQ Respondent if sent by e-mail.

2.3.5 All information in written form provided on an ad hoc basis by GDRADE whether in response to a query or otherwise will be issued in the form of a Briefing Note. Briefing Notes will be sequentially numbered. It will be the responsibility of each RFQ Respondent to ensure that it refers to and takes account of such Briefing Note(s) in any submission(s) to GDARDE, or its RFQ Response.

2.3.6 Briefing Notes will only be circulated (if and when they are issued) to Prospective RFQ Respondents and GDARDE shall only engage in communications with Prospective RFQ Respondents and RFQ Respondents.

2.3.7 In circumstances where a Briefing Note has been issued before the date on which a person has registered as a Prospective RFQ Respondent, such Briefing Note will be provided to such person after it has registered and has completed a Non-Binding Expression of Interest.

2.3.8 GDARDE reserves the right after the closing date for submissions of the RFQ Responses to seek such further information from RFQ Respondents, members of RFQ respondents and relevant entities as it determines is required in its discretion.

2.4 <u>Format of RFQ Response</u>

2.4.1 RFQ Respondents must take care to ensure that all requisite forms and mandatory documents are completed and included in the RFQ Response.

2.4.2 Submissions must be properly indexed and readable in English, typed in A4 format, vertically bound, or filed in loose leaf.

2.4.3 Each RFQ Response must be submitted as one original and two hard copies (individually printed and bound), as well as an electronic version of the RFQ Response (submitted via the Gauteng provincial tender management system) in electronic machine-readable format in PDF format. All original documents in colour must be reproduced in colour for the copies.

2.4.4 No electronic only RFQ Response will be permitted without accompanying physical documents, and GDARDE will not accept any RFQ Response that is submitted only electronically.

2.4.5 RFQ Respondents must ensure that all copies of the RFQ Response are identical to the submitted original of the RFQ Response. In the event of any inconsistency between the original hard copy RFQ Response and other copies, the original hard copy RFQ Response shall take precedence.

2.4.6 All RFQ Responses must be signed on behalf of the RFQ Respondent by a duly authorised person and the RFQ Response must be accompanied by written proof of such authorisation by the board of directors (or equivalent) of the RFQ Respondent, or if the RFQ Respondent is a consortium by the board of directors (or equivalent), of the appointed and authorised lead member of the consortium.

2.5 Costs and Changes

2.5.1 RFQ Respondents and Bidders are responsible for all costs related to their RFQ Responses and bids. GDARDE will not compensate any RFQ Respondent or Bidder for any costs, regardless of the outcome of the Qualification process and bid.

2.5.2 GDARDE reserves the right to amend, modify, withdraw, or cancel this RFQ at any time without liability to compensate or reimburse any person, including but not limited, to any RFQ Respondent.

2.5.3 GDARDE may, at its sole discretion, extend any dates or deadlines contained in this RFQ, including the date for submitting the RFQ Response. Any such extension will be notified, by means of a Briefing Note, and communicated to all prospective RFQ Respondents who have engaged in written communication with GDARDE regarding the RFQ.

2.5.4 GDARDE will not be responsible for any costs or damages whatsoever if it makes any changes to the bid, cancels the bid, or disqualifies any Bidder. GDARDE will not be responsible for any costs or damages whatsoever if it exercises any other rights as described in this RFQ or available to it under the laws of the Republic of South Africa.

2.6 Changes in Control and Shareholding

2.6.1 An RFQ Respondent must notify GDARDE in writing of any change in control and/or any change in its composition, including any change in the members or composition of any consortium, prior to undergoing such change in control or change in composition. Such notification must contain sufficient information as to the nature of such change in control or change in composition, reasons for the change and the impact on the RFQ Respondent's profile.

2.6.2 GDARDE reserves the right to require any such RFQ Respondent to requalify in terms of this RFQ or to submit a new RFQ Response. GDARDE shall be entitled, in its sole discretion, to disqualify or exclude such RFQ Respondent from subsequent stages of the RFQ process and/or the Tender should it fail to notify GDARDE of such proposed change in control or change in composition or in the event that it fails to re-qualify as a result of such changes.

2.6.3 Notwithstanding the foregoing GDARDE reserves the right to refuse to accept any proposed change in control and/or change in the composition of an RFQ Respondent during this RFQ process, the RFP process and even after the negotiation period in respect of the PPP Agreement has commenced with the successful Bidder.

2.6.4 Pre-qualified Bidders will be required, upon submission of their final bids under the RFP, to re-affirm that the shareholding reflected in their RFQ bid submissions has not materially changed. Any pre-qualified Bidder that submits a final bid in terms of the RFP, that does not materially comply with this requirement, may be disqualified from the procurement process. Any change in shareholding that could affect the manner in which an interested Bidder pre-qualified for this PPP opportunity, should be communicated to GDARDE.

2.6.5 Shareholders in one consortium submitting an RFQ Response may not be shareholders in any other consortium submitting a bid for the same PPP opportunity.

2.7 <u>Independence of RFQ Responses</u>

By responding to this RFQ each RFQ Respondent certifies that:

2.7.1 Its submission has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Respondent or to any other competitor;

2.7.2 Unless otherwise required by law, the relevant submission has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Respondent or to any competitor; and

2.7.3 No attempt has been made or will be made by it to induce any other person or firm to submit a response for the purpose of restricting competition.

2.8 <u>RFQ does not Constitute an Offer or an Investment Recommendation</u>

2.8.1 This RFQ does not constitute an offer to any Prospective RFQ Respondent or an RFQ Respondent to enter into a contract, but is merely a solicitation of RFQ Responses.

2.8.2 This RFQ is not intended to form the basis of a decision to enter into any transaction involving a PPP.

2.8.3 This RFQ is provided solely for the purpose set out in this document and is not intended to form any part or basis of any investment decision by Prospective RFQ Respondents or RFQ

Respondents. Prospective RFQ Respondents and RFQ Respondents shall not consider this RFQ as an investment recommendation by GDARDE.

2.8.4 Each Prospective RFQ Respondent to whom this RFQ (and other subsequent documents) is made available must make his, her, or its own independent assessment of the PPP after making such investigation and taking such professional advice as he, she, or it deems necessary.

2.8.5 Neither the receipt of this RFQ nor any subsequent documents by any Prospective RFQ Respondent is to be taken as constituting the giving of investment advice by GDARDE.

2.9 Confidentiality of Information

2.9.1 The contents of an RFQ Response shall be kept confidential.

2.9.2 The provisions of this clause shall not apply to -

2.9.2.1 The details of Prospective RFQ Respondents as contained in the 'Non-Binding Expression of Interest';

2.9.2.2 Any matter which is already generally available and in the public domain otherwise than as a result of a breach of this clause;

2.9.2.3 Any disclosure which is required by any law (including any order of a Court of competent jurisdiction), or regulatory authority; and

2.9.2.4 Any disclosure of information that is already lawfully in the possession of a person prior to its disclosure by the disclosing person.

2.10 Site Briefing Session

RFQ Respondents are required to attend a site briefing session on the date indicated in the timetable set out in chapter 9.

2.12 Applicable Law

The bid is governed by the laws of the Republic of South Africa and the provisions of this RFQ.

3. The purpose of the RFQ

- The purpose of issuing the RFQ is to enable GDARDE to pre-qualify interested Bidders, by assessing whether they fulfil GDARDE’s requirements as set out below.

- The RFQ and subsequent procurement processes will be conducted in a transparent and open manner to ensure that GDARDE meets its value-for-money objectives in the PPP. The pre-qualification process will identify a shortlist of pre-qualified Bidders, which will be asked, in a subsequent Request for Proposals (RFP) to submit detailed functional, broad-based black economic empowerment (BEE) and PPP fee proposals.
- The objectives of the RFQ include ensuring that the interested Bidders which successfully pre-qualify for the PPP opportunity:
  - have the financial strength to develop and manage the business;
  - are compliant with the tourism industry's BEE targets;
  - and have an established track record in the tourism industry.

4. The PPP opportunity

- GDARDE, as part of its Strategic Plan for Commercialisation of provincially owned nature reserves, identified the SNR PPP opportunity at the Suikerbosrand Nature Reserve.
- The Suikerbosrand Nature Reserve is a nature reserve situated between Heidelberg and Alberton, just off the N3 highway, 17,899 ha in extent, a part of which, 11,595 ha, has been proclaimed as a Protected Area in terms of the Protected Areas Act by means of Provincial Gazette 166 of 25 June 2014, and a part of which, the Remainder of the Farm Koppieskraal 157-IR, has been successfully claimed by the Koppieskraal Communal Property Association.
- The Suikerbosrand Nature Reserve PPP Opportunity entails the development, operation, management and maintenance of the following tourism and visitor facilities, and concomitant nature-based activities, in compliance with the Management Plan for the Suikerbosrand Nature Reserve and the Nature Reserve Regulations, at sites in the Suikerbosrand Nature Reserve:

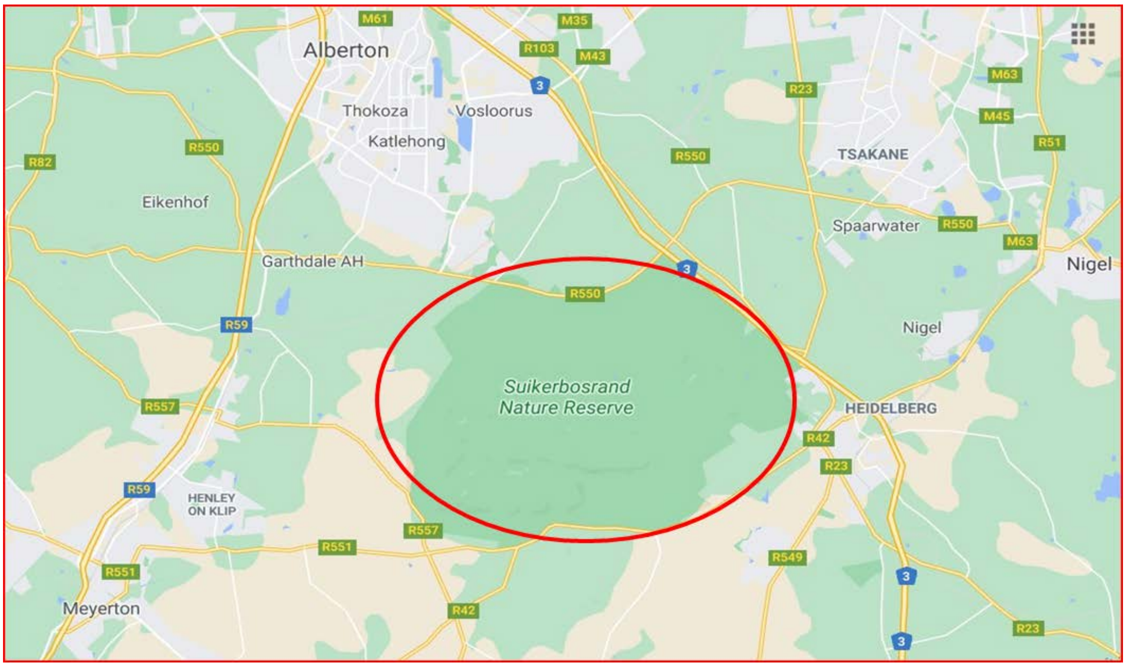
1. The conference centre, including its commercial kitchen facilities;
2. Kiepersol camp, including its accommodation and communal facilities;
3. Protea camp, including its accommodation, laundry and communal facilities;
4. Kareekloof resort park, including its chalets, caravan park, conference facilities and communal facilities;
5. Ouhout camp, including its accommodation and communal facilities;
6. Other tourism and visitor facilities which would enhance the SNR as an ecotourism destination, at the foregoing and additional sites in the SNR

The SNR PPP Opportunity will be offered as a long-term opportunity that will be granted for 25-years. The long-term period will allow the Private Sector to invest in making the Suikerbosrand a sought-after product whilst ensuring return on investment.

LOCATION AND EXTENT

Suikerbosrand is located in the Lesedi Local Municipality (Sedibeng District Municipality) bordering the town of Heidelberg (Ekurhuleni Municipality) to the east along the N3, approximately 30 minutes (45 km) south east of Johannesburg. It is located in a triangle between the towns of Alberton, Heidelberg and Meyerton.

Figure: Location of Suikerbosrand



Source: Google Maps

The main access routes to Suikerbosrand consist of the N3 freeway between Johannesburg and Durban, the R42 between Heidelberg and Meyerton, as well as the R59 between Alberton and Vereeniging. The GPS coordinates for SNR are: Latitude: -26.4837937 and Longitude: 28.229271199.

The following features are noted in respect of the Suikerbosrand:

- Size: 17 899ha
- Flora: approximately 743 plant species

- Fauna: approximately 30 mammal species and over 200 different bird species

VISITOR / TOURIST HOSPITALITY AND ACCOMMODATION FACILITIES PRESENT

The following outlines the present visitor / tourist hospitality and accommodation facilities:

Diepkloof Conference Centre

The main administration building has an auditorium which can accommodate a maximum of 165 (one hundred and sixty-five) people.

Adjoining the auditorium are two breakaway rooms that can be divided into 3 partitions each, and which can accommodate approximately 80 (eighty) persons per breakaway unit. A small restaurant and patio are available for meals and visitors can relax on the patio between sessions. There is also a commercial kitchen facility, from which meals may be served.

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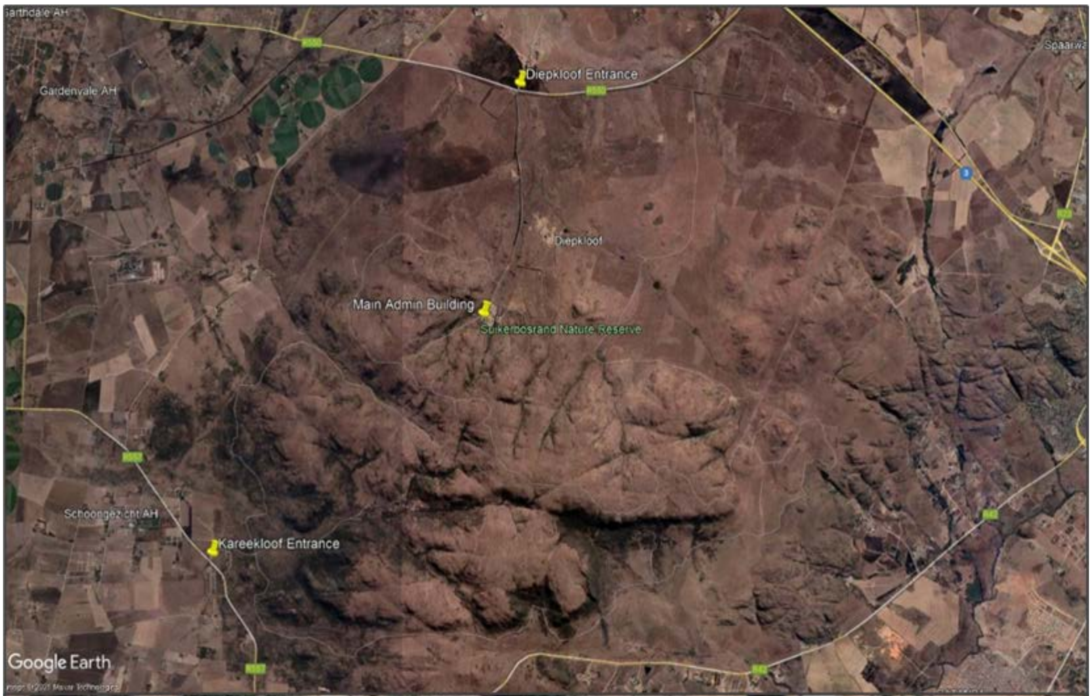
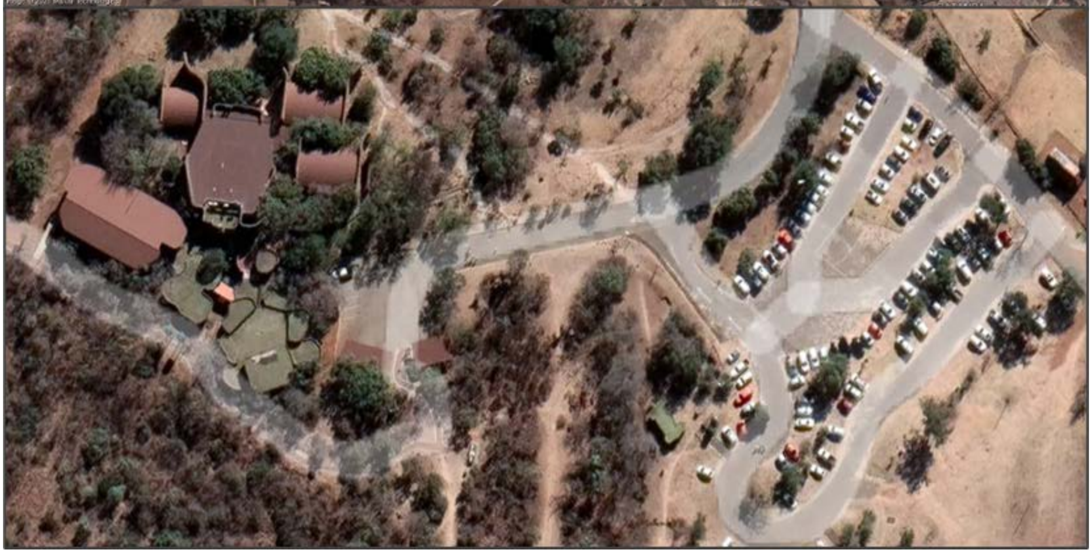


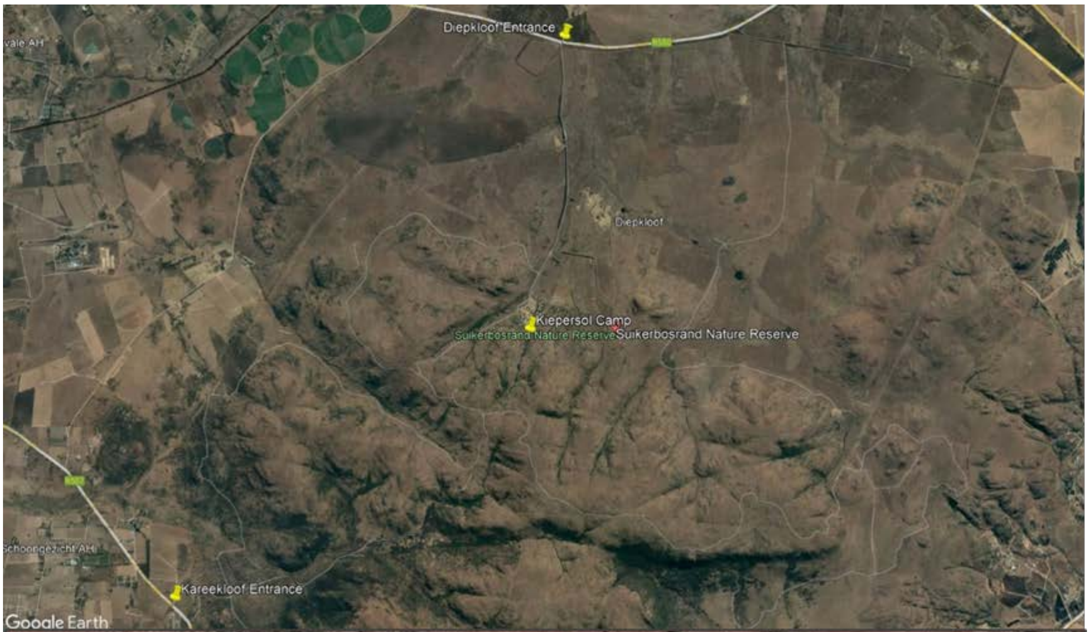


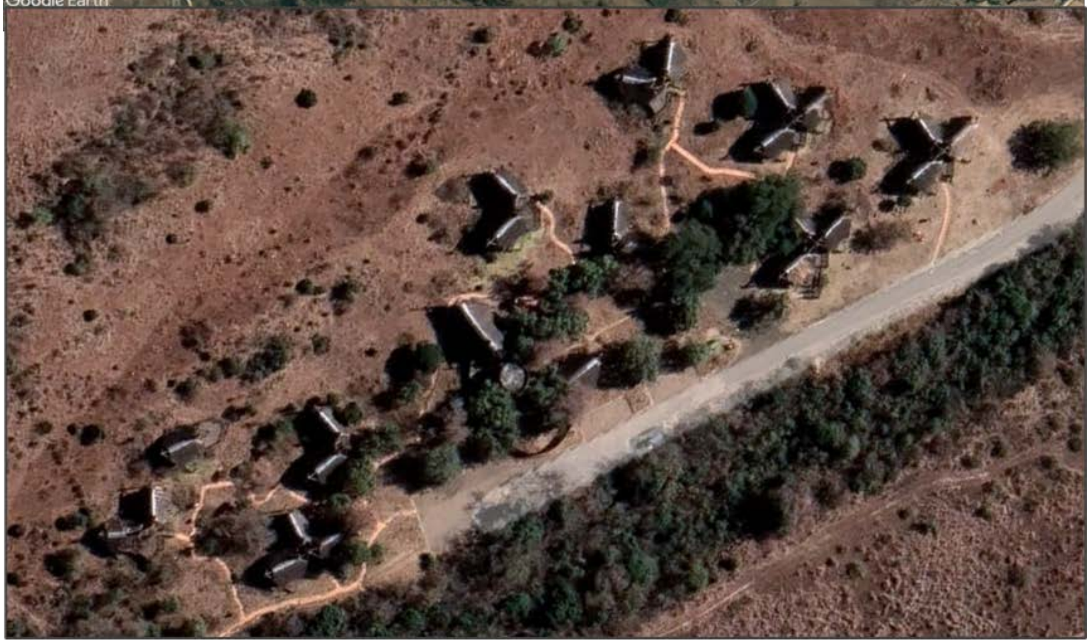
Kiepersol Camp

Kiepersol Camp was designed for conference accommodation. The camp also functions as a self-catering camp for weekend recreation. The camp consists of12 (Twelve) accommodation units of different sizes and different capacities. There is also a commercial kitchen facility, communal lapa area in which meals can be served, bar area and multi-function hall for small meetings.

The camp has the following facilities:

- 12 standalone accommodation units consist of a mix of one-two- and three-bedroom units
- A boma area and communal kitchen





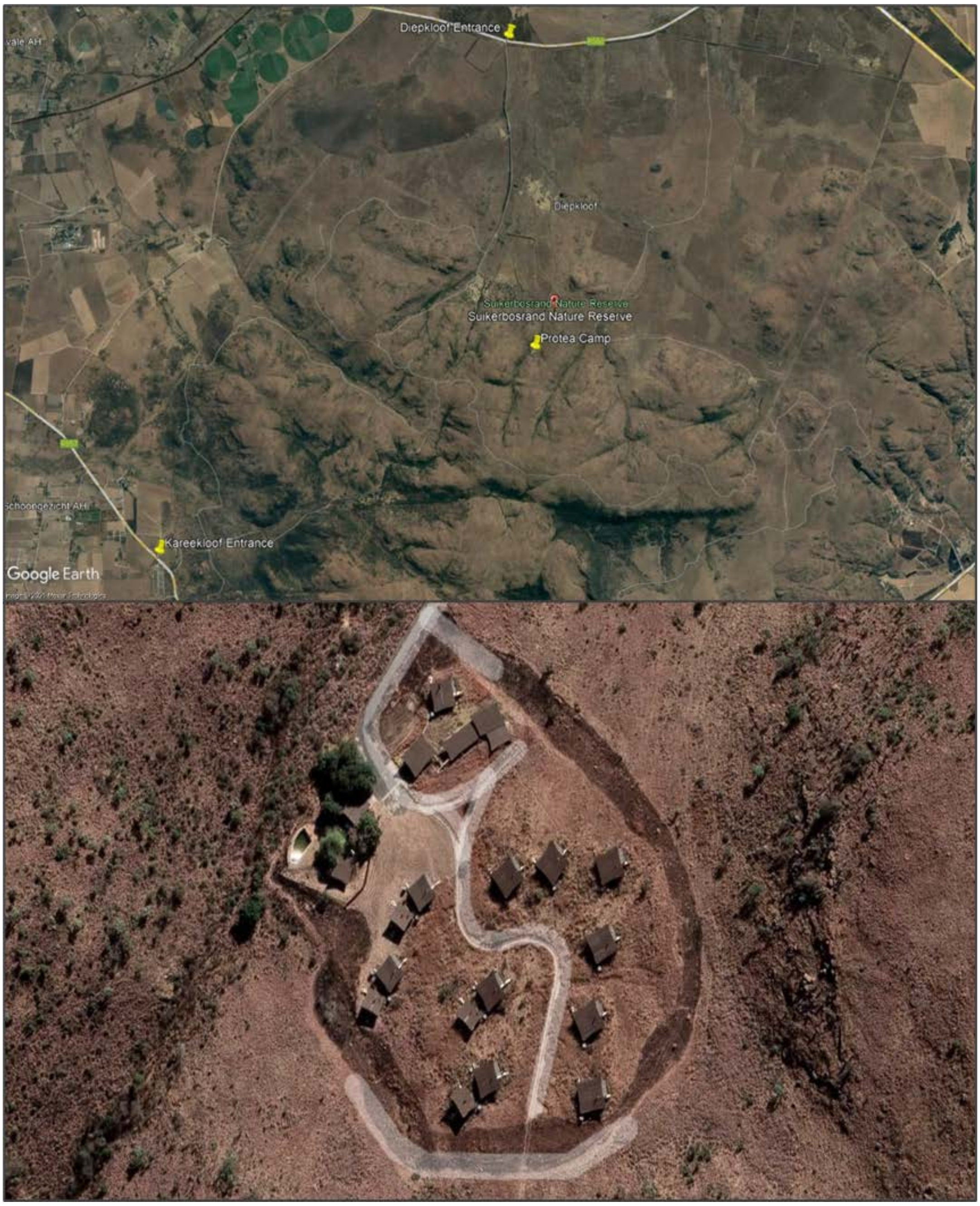
Protea Camp

The Protea Chalet complex was designed as a communal camp for self-catering accommodation. There are 15 accommodation units available, and the camp has a maximum capacity of 40 people. There are double and single units available.

The camp has the following facilities:

- 15 standalone accommodation units consist of a mix of one-, two- and three-bedroom units

• Swimming pool, bar, and communal eating area

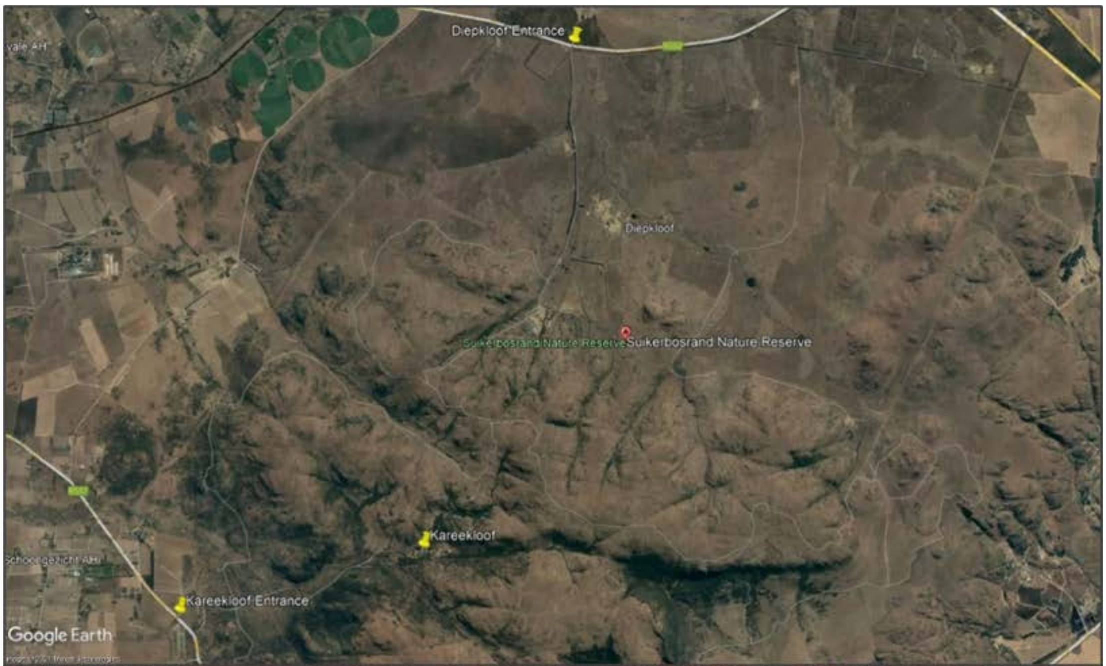


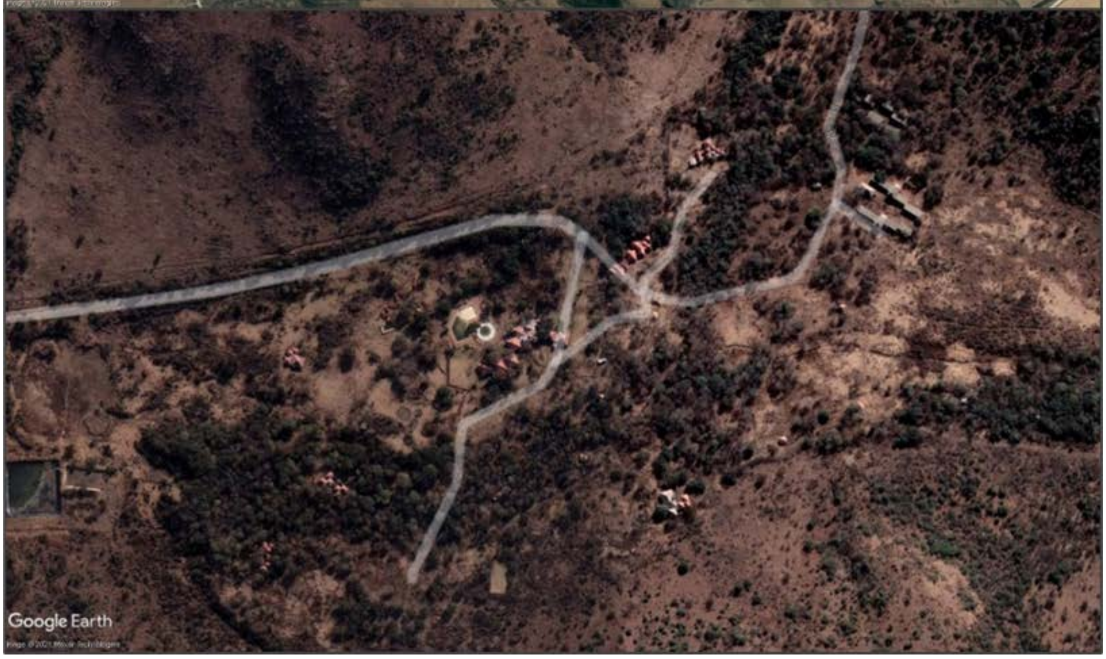
Kareekloof Resort

The Kareekloof Resort was designed as a self-catering outdoor leisure facility. The resort include amenities to satisfy campers, day visitors, persons requiring limited chalet accommodation, as well as small scale meetings and conferences.

The Resort has the following facilities:

- 3 chalet units
- A full-service caravan park with 240 stands
- Small conference venue

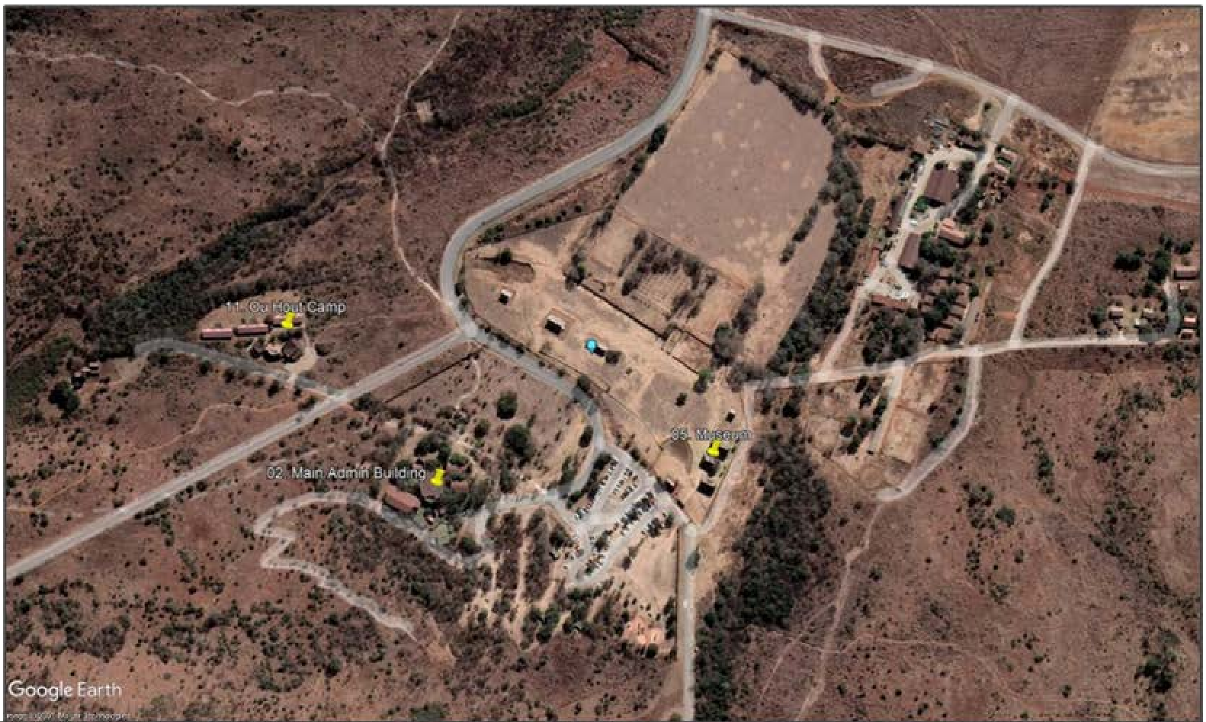




Ou Hout Camp

The camp has the following facilities:

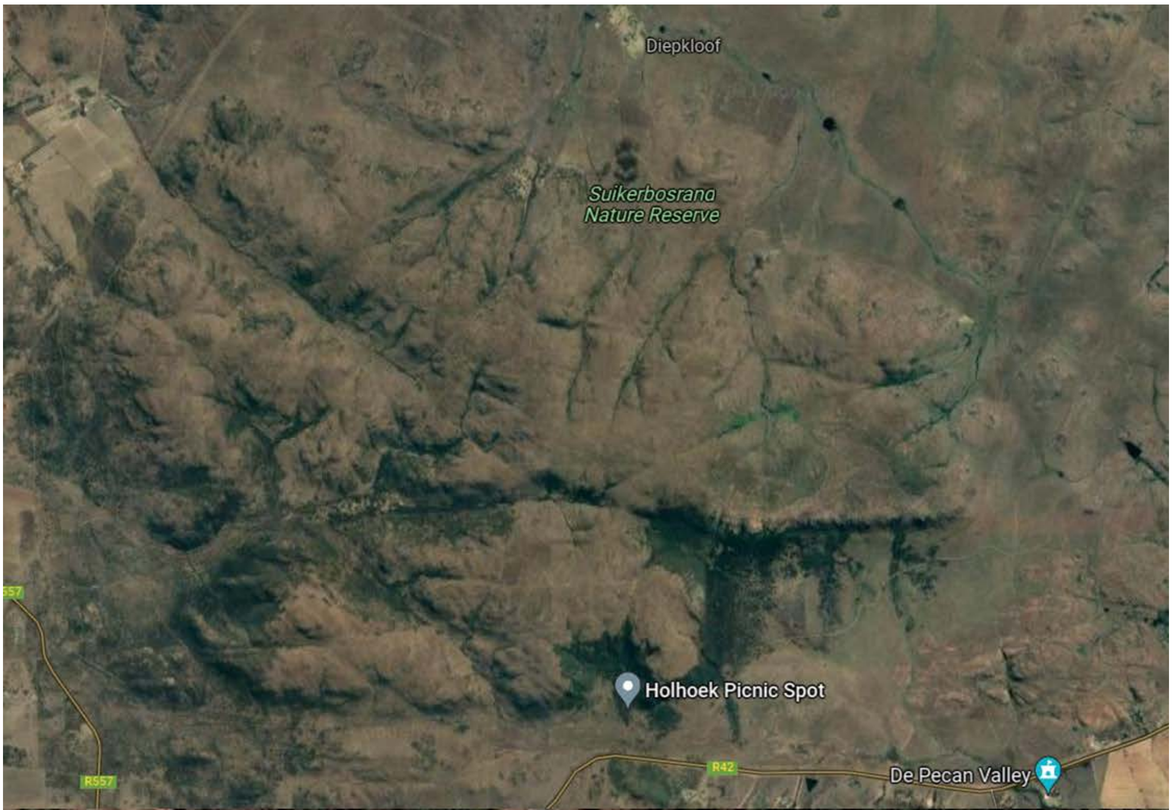
- 3 two bedroom and two bachelor rooms (dormitory style accommodation)
- Kitchen and dining area. The dining area also serve as functions venue.



Holhoek Picnic Site

The picnic site has following facilities:

- Picnic stands and ablution facilities.



Overnight Hiking Trail Huts

There are six huts (each accommodating 10 people) spread across Suikerbosrand including i.e., Blesbok, Springbok, Duiker, Steenbok, Hartebeest and Eland.

CARRYING CAPACITY AND ZONATION:

The Suikerbosrand accommodation and conference facilities above can accommodate approximately 1 843 persons. This works out to an accommodation and conference facilities capacity density and distribution of 8.1 hectares per person.

Suikerbosrand Visitor / Tourist Hospitality and Accommodation Facilities Capacity

Facility	Capacity
Kiepersol Camp	46 beds
Protea Camp	60 beds
Diepkloof Conference Centre	165 delegates
Kareekloof Resort - Chalets	12 beds
Kareekloof Resort – Caravan & Camping	1 440 camping beds
Ou Hout Camp	60 beds
Overnight Hiking Huts	60 beds
Total Capacity	**1 843 beds & delegates**

Additional activities which may be offered as part of the SNR PPP Opportunity, subject to the Management Plan and the Nature Reserve Regulations, include:

- Game viewing
- Mountain biking
- Bird watching
- Guided tours
- Hiking trails

- A site visit for all Prospective RFQ Respondents will be held at Suikerbosrand Nature Reserve (R550 Kliprievier Road, Heidelberg) on 09 February 2024 at 10:00 at no cost to Prospective RFQ Respondents.

- For further site due diligence, Prospective RFQ Respondents may also book their own site visits through MR SIBUSISO THUSI (Sibusiso.Thusi@gauteng.gov.za) between the 12 February and 01 March 2024.
- GDARDE has identified the following value for money objectives for the PPP, and interested Bidders are advised to take these into account in preparing their bids.

VALUE FOR MONEY OBJECTIVES

The Value-for-Money Objectives for the project are:

- Optimal utilisation of under-performing assets
- Standard of facilities to be lifted – redesign of the facilities (within existing footprint)
- Job creation
- Staff members to be appointed from the local communities / land claimants
- BEE
- Tourism promotion
- Focus on growing existing and attracting new markets
- A PPP Fee will be payable, with the variable and minimum PPP Fee to be finalised in the PPP agreement to be concluded with the successful Bidder, to ensure that the Management Authority minimises its losses/breaks even in managing the SNR.
- Biodiversity protection and conservation

- GDARDE specifically requires RFQ Respondents to confirm their willingness to enter into a shareholding agreement with the Koppieskraal CPA.

5. Pre-qualification requirements

- Preliminary information

The successful Bidder must form a Special Purpose Vehicle (SPV) company for the purposes of entering into a PPP agreement. Each submission must therefore set out, in detail, the company structure which will be adopted. The shareholders should be clearly identified, and their roles and responsibilities listed. The submission should list the equity, ownership and directorships held by shareholders. Where any parties are not shareholders but will be integrally involved in the operation of the SPV, such parties should also be listed.

- Financial capacity

1. Given the fact that the project is of a high value and may entail risk to both the preferred Bidder and the GDARDE, it is important that interested parties demonstrate financial strength. In this regard the net asset value of the interested party must be at least R20 million.

2. As the successful Bidder must be a Special Purpose Vehicle (SPV), it must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding. The interested party must also demonstrate, to the GDARDE's satisfaction, that its shareholders are solvent. Audited financial statements, along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided to support any assertion made by an interested party in this regard.

3. RFQ Respondents shall submit the following economic and financial documentation: audited financial statements corresponding to the last two (2) years

4. If the qualification criteria are being met by reference to any other companies, whether current or intended shareholders or partners, then these companies must submit the same information.

5. If the financial criteria are being met by companies which are privately held, and do not produce audited statements, or by private individuals, then these companies or individuals must produce a statement of assets, with confirmation of ownership, certified by a qualified auditor.

6. Interested Bidders must demonstrate their ability to raise debt and equity and to provide security. RFQ Respondents must be able to demonstrate experience in raising funding as well as state who will furnish the funding, to be accompanied by an appropriate letter of intent of the financial institution concerned.

7. RFQ Respondents must provide information on the ownership of the entities of which the RFQ Respondents are comprised, together with organograms reflecting their ownership proportions. Tourism experience

8. RFQ Respondents must have appropriate experience and expertise in the tourism sector. RFQ Respondents must provide examples of similar businesses they have undertaken, and demonstrate track records in one of the following ways:

9. The project is likely to require interested parties with substantial experience and expertise in the tourism market. Interested parties are therefore required to provide examples of similar projects conducted by the interested parties. The interested party must be able to meet this tourism track-record requirement. The RFQ Respondent must demonstrate proven eco-tourism experience in one of two ways.

   (i) Firstly, it must have operated an eco-tourism facility, of at least 50 beds, for at least 3 (three) years.

   (ii) Alternatively, it must have operated a conventional hotel of at least 200 beds, for at least 3 (three) years, and can demonstrate a firm association with an appropriate eco-tourism operator (as defined above), through a minimum 30% shareholding. The definition of "operated" will include ownership, leasing or concession arrangements and management contracts. It will not include employment in a hotel or game lodge, at however senior a level. This criterion can also be met with reference to the qualifications of any one of the RFQ Respondent's parent shareholders, provided that the shareholder holds at least 30% of the total equity.

10. The qualifying tourism Operator(s) or individuals, shareholders, or partners, of each RFQ Respondent, who are being used to meet the criteria regarding tourism experience or the generation of turnover, must provide a general description of the Tourism facilities and services they have operated, including,

    (i) the number of years in active existence;

    (ii) the nature of the product sold; and

    (iii) the total number of beds such facilities or services comprised.

11. In the event that the interested Bidder is satisfying the requirements under this Section by using the qualifications of a partner, shareholder or parent, these indicators must also be certified in the above-mentioned manner. Additionally, each of the members of the consortium, partnership, or the shareholder or subsidiary as the case may be, must demonstrate that such shareholder, parent or partner is willing and able to support the technical operations of the RFQ Respondent for the PPP Project.

- BEE

12. BEE will play a decisive role in the PPP, and interested Bidders should be aware that a failure to demonstrate a serious commitment to BEE will be cause for disqualification. In assessing whether an interested Bidder's SPV is eligible for pre-qualification the GDARDE shall evaluate each shareholder company's current BEE status according to the *B-BBEE Sector Code*. Each member company of the proposed SPV is required to present its current BEE status according to the scoring mechanism outlined in the B-BBEE Sector Code. To pre-qualify for the PPP opportunity, at least half the members of the proposed SPV must be 'Good BEE Contributors' as defined by the Tourism BEE Charter. The *Amended Tourism B-BBEE Sector Code* can be downloaded from https://www.tourism.gov.za/bbbee/Pages/B-BBEE.aspx. Each company in the SPV must complete the scorecard, reflecting its current status. Acceptable verification of such scoring must be submitted by the Bidder, in the form of a certificate (or similar document) from an accredited BEE ratings agency.

13. If the interested Bidder's proposed SPV fails to achieve this minimum target, the evaluation committee shall be entitled in its sole and absolute discretion to determine that an interested Bidder has failed to pre-qualify.

14. The interested Bidder will be required to implement a minimum of eight (8) enterprise development programmes over the duration of the contract term distributed evenly over the period. An undertaking should be given that this will be done.

15. The interested Bidder is to compile a plan which will outline the detail on how the enterprise development will be done and how this enterprise development will evolve into supplier development.

16. It is integral that the plans proposed as part of the RFQ Response be backed by thorough research with clear targets that would be met. Failure to meet these will be seen as a material breach of the contract which could lead to termination.

6. What must be included in the RFQ Response and how to submit it

- Interested Bidders are required to structure their submissions following the format listed in Chapter 5: 'Pre-qualification requirements'.

- Interested Bidders must provide contact details including a contact person, physical address, postal address, contact telephone number and e-mail address.

7. The date and place for submitting RFQ Responses

- RFQ responses must be submitted to:

Gauteng Provincial Treasury

75 Fox Street, Imbumba House, Marshalltown,

Johannesburg,

2000

RFQ responses should be submitted by latest 11h00 on 15 March 2024.

8. How the RFQ Responses will be evaluated

- The evaluation of RFQ Responses will be based on the information requested in this RFQ. This evaluation shall be conducted by an evaluation committee, appointed by the GDARDE Accounting Authority which will determine whether the interested Bidders meet the requirements set out in this RFQ.
- Evaluation Approach - Scoring and Ranking of Compliant RFQ Responses
- Each RFQ Response will be scored per evaluation category and sub-category.
- Each sub-category will be allocated scoring as follows:

Percentage	**Description**
100%	Good - Respondent **has exceeded** the stipulated minimum criteria
70%	Adequate - Respondent **has** met the stipulated minimum criteria
0%	Poor - Respondent **has not** met the stipulated minimum criteria

- Where the Respondent is required to furnish information or an opinion, the Respondent's failure to do so, or alternately, vague statements or non-substantive compliance, will result in that element of the scoring being marked as non-responsive or poor for the purposes of evaluation.
- The weighting attributed to each of the following categories of evaluation, for purposes of evaluating each RFQ Response, is:
- Respondents points for Financial Criteria, Tourism Experience and BEE Criteria will be added to determine the total points, scored out of (100) (one hundred) points, earned in respect of a compliant RFQ Response.

- The decision to pre-qualify the Respondents as Pre-Qualified Bidders will have regard to the overall scoring and ranking achieved by that Respondent.
- Only interested Bidders which successfully pre-qualify will be invited to take part in the RFP procurement.
- All interested Bidders will be advised in writing, of the outcome of the evaluation.

Reference	CATEGORIES AND SUB-CATEGORIES (A)	WEIGHTING (B)	SCORING APPROACH (C)
A	**FINANCIAL CAPACITY**	**50**	
	1. Financial and Market Standing	30	• The RFQ Response does not appropriately demonstrate that the Respondent has the financial standing and ability to raise capital for the entire portion of the relevant capital requirements of the Project. 0% - Poor • The RFQ Response demonstrates that the Respondent has a satisfactory financial standing and ability to raise capital for the entire portion of the relevant capital requirements of the Project. 70% - Adequate • The RFQ Response demonstrates that the Respondent has an excellent financial standing and ability to raise capital well more than the relevant capital requirements of the Project.

Reference	CATEGORIES AND SUB-CATEGORIES (A)	WEIGHTING (B)	SCORING APPROACH (C)
			100% - Good
	2. Ability to raise debt and equity and to provide security	20	• The RFQ Response does not demonstrate that the Respondent has a history of raising capital for at least one (1) similar transaction, PPP project or comparable project. **0% - Poor** • The RFQ Response demonstrates that the Respondent has a satisfactory history of raising capital for at least three (3) similar transactions, PPP projects or comparable projects. **70% - Adequate** • The RFQ Response demonstrates that the Respondent has an unquestionable history of successfully raising capital for at least 5 similar transactions. **100% - Good**

Reference	CATEGORIES AND SUB-CATEGORIES (A)	WEIGHTING (B)	SCORING APPROACH (C)
B	**TOURISM EXPERIENCE**	**40**	
	3. Ability to developed and operate an ecotourism product/s	40	• The Respondent has no experience of previous PPP projects or comparable projects or has not stated the nature and extent of their involvement. **0% - Poor** • The Respondent has provided one (1) example of previous PPP projects or comparable projects and the nature and extent of their involvement. **70% - Adequate** • The Respondent has provided two (2) or more examples of previous PPP projects or comparable projects and the nature and extent of their involvement. **100% - Good**
C	**B-BBEE AND LOCAL SOCIO-ECONOMIC PARTICIPATION**	**10**	**NB**: Should the Respondent not provide signed and unqualified B-BBEE and Local Socio-Economic

Reference	CATEGORIES AND SUB-CATEGORIES (A)	WEIGHTING (B)	SCORING APPROACH (C)
			Participation commitments, he will be disqualified and not be further considered in the procurement process.
C1	**Private Party Equity (4 Points):**		
	1. Proof of each Equity Member's (shareholder's) B-BBEE contributor level	2	• Score only valid SANAS certified certificates and/or sworn affidavits submitted, based on the B-BBEE contributor level of Equity Members shown on the Entity Composition and Structure **Score weighted per number Equity Member, irrespective of respective B-BBEE Levels**.
	2. Written undertaking by the Respondent committing to meet or exceed minimum thresholds set for Private Party Equity, Management and Employment Equity.	2	• If one (1) or more Equity Members fail to submit signed commitment letters with no qualifications as submitted, based on Equity Members shown on the Entity Composition and Structure. **0% - Poor & DISQUALIFY RESPONDENT** • Score only signed commitment letters with no qualifications as submitted, based on Equity Members shown on the Entity Composition and Structure.

Reference	CATEGORIES AND SUB-CATEGORIES (A)	WEIGHTING (B)	SCORING APPROACH (C)
			100% - Good
C2	**First Tier Subcontracting (6 Points)**		
	1. Proof of each First Tier Subcontractor's B-BBEE contributor level.	2	Score only valid certified certificates and affidavits as submitted, based on the subcontractors on the Entity Composition and Structure. **Score weighted per number of Subcontractors, irrespective of respective B-BBEE Levels.**
	2. Written undertaking by each First Tier Sub-contractor committing to meet or exceed minimum thresholds set for ownership, management, employment equity, skills development, procurement to Black SMMEs, supplier development, and enterprise development.	2	• If one (1) or more Subcontractor fail to submit signed commitment letters with no qualifications as submitted, based on Subcontractors shown on the Entity Composition and Structure. • 0% - Poor & **DISQUALIFY RESPONDENT** • Score only commitment letters with no qualifications as submitted, based on the Subcontractors on the Entity Composition and Structure. **100% - Good**
	Written undertaking by the Bidder committing to meet or exceed	2	• If Private Party fail to submit signed commitment

Reference	CATEGORIES AND SUB-CATEGORIES (A)	WEIGHTING (B)	SCORING APPROACH (C)
	minimum thresholds set for **Local socio-economic impact (2 Points)**		letters with no qualifications. **0% - Poor & DISQUALIFY RESPONDENT** • Score only commitment letter with no qualifications as submitted by the Private Party. **100% - Good**
	Sub-Total Points	**100**	

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERs ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
	Financial Statements	Page 1 of 1

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less 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.

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.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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 (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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

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

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

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1. GENERAL CONDITIONS

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

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

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

[TICK APPLICABLE BOX]

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

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SBD 7.2

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

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

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

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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

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

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

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

NAME (PRINT) ……………………………

CAPACITY ……………………………

SIGNATURE ……………………………

NAME OF FIRM ……………………………

DATE ……………………………

WITNESSES

1 ……………………………………

2 ……………………………………

DATE: ……………………………..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…………………………………………… in my capacity as……………………………………………………..
accept your bid under reference number ……………..dated N/A…………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE ………………………………………….

OFFICIAL STAMP

WITNESSES
1 ………………………………….
2 …..…………………………….
DATE: ……………………………..