

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	EDET 279/2022	CLOSING DATE: 08 November 2022	CLOSING TIME:	11:00	
DESCRIPTION	Appointment of a Transaction Advisory Services for the implementation of tourism Public Private Partnership (PPP) projects at selected Provincial Nature Reserves				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID/TENDER BOX SITUATED AT THE FOLLOWING ADDRESS:					
LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM					
19 BICCARD STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MMOLA K.O		CONTACT PERSON	Mr. Matlala S.J	
TELEPHONE NUMBER	015 293 8852/8762/067 414 3134		TELEPHONE NUMBER	082 089 1761	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MmolaKO@ledet.gov.za		E-MAIL ADDRESS	MatlalaSJ@ledet.gov.za	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<div style="border: 2px solid black; padding: 5px; text-align: center;"> DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM ACQUISITION 16 SEP 2022 PRIVATE BAG X2000 POLOKWANE 0699 LIMPOPO PROVINCE </div>		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number EDET 279/2022
Closing Time 11:00	Closing date 08 November /2022

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY ** (ALL APPLICABLE TAXES INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY
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Appointment of a Transaction Advisory Services for the implementation of tourism Public Private Partnership (PPP) projects at selected Provincial Nature Reserves

R.....

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

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

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

Signature.....

Date.....

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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

POINTS	
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A
TRANSACTION ADVISORY SERVICES FOR THE
IMPLEMENTATION OF TOURISM PUBLIC PRIVATE
PARTNERSHIP (PPP) PROJECTS AT SELECTED PROVINCIAL
NATURE RESERVES – LIMPOPO PROVINCE**



IMPORTANT NOTICE

This Terms of Reference (TOR), incorporating all its attachments, has been produced by Limpopo Department of Economic Development, Environment and Tourism (LEDET), in connection with the tourism Public Private Partnership (PPP) opportunity available within the Department.

This TOR is provided to the recipient to assist in making its own perusal of the opportunity presented herein and to decide whether to submit a proposal in connection with the opportunity.

This is TOR only and not an offer document. Answers to this TOR must not be construed as acceptance of an offer or imply the existence of an Agreement between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this TOR.

LEDET makes no representation, warranty, assurance, guarantee or endorsements to bidders concerning the TOR, whether with regard to its accuracy, completeness or otherwise and LEDET shall have no liability towards the bidders or any other party in connection therewith.

LEDET may amend or replace any information contained in this TOR any time, without giving any prior notice or providing any reason.

Should this TOR lead to the award of the Agreement the award will only become binding after LEDET and the Private Party have signed the Agreement.

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1. DEFINITIONS AND ACRONYMS

BAC	Bid Adjudication Committee
BAFO	Best and Final Offer
BEC	Bid Evaluation Committee
Bidder	Any person or legal entity, legally constituted consortium, or legally constituted joint venture who has obtained this TOR and submits a Proposal.
CSIR	Council for Scientific and Industrial Research
CV	Curriculum Vitae
Department	Department of Economic Development, Environment and Tourism
GTAC	Government Technical Advisory Centre
EIRR	Economic Internal Rate of Return.
FIRR	Financial Internal Rate of Return.
IFIs	Independent Financial Institutions
LEDET	Limpopo Department of Economic Development, Environment and Tourism.
NPV	Net Present Value
PFMA	Public Finance Management Act
PPP	Public Private Partnership
RFP	Request for Proposal
RFQ	Request for Qualification
RFBAFO	Request for Best and Final Offer
SPV	Special Purpose Vehicle
TA	Transaction Advisor
TOR	Terms of Reference
VAT	Value Added Tax
VFM	Value for Money

2. **IMPORTANT GENERAL RULES**

- 2.1. This TOR overrides all other LEDET communications to bidders about this opportunity.
- 2.2. No verbal discussion with any staff or advisor of LEDET can change, add to, or clarify any of the terms and conditions contained in this TOR. Bidders should only rely on written changes, additions, or clarifications from the duly authorised Accounting Officer/Project Officer of LEDET, circulated to each bidder. Email communications from LEDET to bidders will count as written communication.
- 2.3. Bidders are responsible for all costs related to their bid. LEDET will not compensate bidders for any costs, regardless of the outcome of the bid.
- 2.4. LEDET may make other changes to the TOR, or add to it, or provide clarification, at any time. LEDET may cancel the bid at any time without prior notice, and may disqualify any bidder as provided for in this TOR.
- 2.5. LEDET 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. LEDET will not be responsible for any costs or damages whatsoever if it exercises any other rights as described in this TOR or available to it under the laws of the Republic of South Africa.
- 2.6. The laws of the Republic of South Africa govern this bid.
- 2.7. The submission of a bid by a Bidder implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this TOR, the Agreement and under the applicable laws of the Republic.
- 2.8. The draft Agreement will be included in the tender documents. LEDET reserves the right to modify or otherwise amend, supplement or clarify the Agreement at any time. LEDET shall not incur any liability whatsoever in exercising any rights in this article or otherwise granted in this TOR, Agreements or available under the laws of the Republic of South Africa.

3. INTRODUCTION

- 3.1. The Limpopo Department of Economic Development, Environment and Tourism has identified the need to appoint Transaction Advisor Services to assist with the implementation of Commercialisation of Provincial Nature Reserves. This project is also in line with the Department's strategic vision of a competitive economy within a sustainable environment.
- 3.2. The Department wishes to explore the feasibility of a Public-Private Partnership (PPP) in terms of the relevant National Treasury Regulations to the Public Finance Management Act, 1999 (PFMA) and other related laws of the Republic of South Africa.
- 3.3. The Department thus intends to procure the services of an experienced Transaction Advisor to assist it through the phases of the PPP project cycle. These TOR invite proposals from a Transaction Advisor representing a team of suitably qualified and experienced financial, commercial, technical, environmental, tourism, legal advisors, etc. to assist the Department.
- 3.4. The scope of work is divided into two parts:
 - Phase 1- undertake a comprehensive feasibility study for the projects
 - Phase 2- provide advisory services for the procurement of the projects
- 3.5. The Transaction Advisor needs to submit a single bid, in the formats prescribed in these TOR. (Reference to 'the Transaction Advisor' includes the entire advisory team, or relevant members, under the management of a single lead advisor who shall enter into agreement with the Department.)

4. BACKGROUND, MANDATE AND OBJECTIVES

4.1. BACKGROUND

- 4.1.1. The Limpopo Department of Economic Development, Environment and Tourism is the management authority of provincial nature reserves in the Limpopo Province.

- 4.1.2. Protected areas and/or nature reserves referred to above are managed under very difficult circumstances due to declining budgets, ageing personnel, lack of adequate infrastructure and mounting pressure from communities demanding tangible economic benefits, mainly from communal reserves.
- 4.1.3. The inherent socio-economic opportunities in most of these reserves are underutilized due to lack of business acumen, skills and financial resources, while on the other hand, there is a greater interest from private sector, seeking investment opportunities to invest in anticipation for attractive return on investment.
- 4.1.4. As an intervention to the above situation, the Department wishes to explore the feasibility of PPP tourism projects in terms of Treasury Regulations 16 to the Public Finance Management Act, 1999 (PFMA) and PPP Tourism Toolkit to procure competent private partners to invest, develop and manage commercial activities in certain Provincial Nature reserves on behalf of the Department.
- 4.1.5. In compliance to the prescripts of the Treasury PPP toolkit, the Department intends to procure the services of an experienced Transaction Advisor to undertake the detailed feasibility study as described in this Terms of Reference and therefore, invite proposals from a suitable and qualified Transaction Advisor representing a team of suitably qualified and experienced financial, commercial, technical, environmental, legal. Advisors, etc. to assist the Department.
- 4.1.6. Reference to 'the Transaction Advisor' includes the entire advisory team (consortium), or relevant members under the management of a single lead advisor who will enter into an agreement with LEDET.
- 4.2. **MANDATE**
- 4.2.1. To commercialize certain tourism and biodiversity opportunities in the provincial reserves to deliver certain inherent socio-economic benefits for the beneficiaries of the programme and help promote economic development and growth in the province.

4.3. OBJECTIVES

4.3.1. The purpose of commercialization through PPP is to reduce the cost of service delivery, improve service level and leveraging private capital and expertise to expand tourism products and generate additional revenue. The objectives include:

- Creation of capitalization opportunities
- Revenue Generation;
- Loss minimization or savings on existing operations;
- Optimal use of under-performing assets;
- Job creation;
- Broad-Based Black Economic Empowerment;
- Infrastructure upgrades and
- Tourism promotion.

5. CONTRACT PERIOD

The contract will be for a period of three (3) years

6. SCOPE OF WORK

The Department intends to use this project as a model for future project development. Therefore, when performing the following scope of work, the Transaction Advisor shall provide services in a manner favourable to replication by the Department for other projects. The purpose of the Transactional Advisor is to provide LEDET with access to specialised skills and expertise (technical, commercial, financial, conservation and legal) to accelerate the implementation of LEDET Tourism PPP Projects. During the contract term, the type of work that Transaction Advisor and his team members will be required for includes:

6.1. Provision of advisory and operational support in the development and implementation of PPPs projects:

- Depending on the complexity of each PPP project, whether specialised expertise is required and the internal capacity available, the Transaction Advisor may be requested to provide advisory and / or operational support to the LEDET Project

Team in the development of specifications and execution of selected PPP tender processes.

- Advisory and operational support may include support for the full tender process, from project conceptualisation to appointment of an operator, or only a part thereof, e.g. undertaking a feasibility study.

6.2. Development of feasibility study for tourism PPP Projects.

- LEDET has identified the need for a Transaction Advisor to accelerate implementation of seven identified tourism PPP projects and recommend enhancements to incorporate best practices and assist in identifying new PPPs to be implemented.

6.3. Advisory support related to economic development and tourism for specific projects (including the nature reserves)

- As and when required, LEDET may require advisory support on tourism development matters. Advisory support is anticipated to incorporate various aspects of the tourism project development process, such as funding mechanisms, accessing new markets or the structuring of projects for optimal returns.

Advisory team members will be expected to apply the following principles when undertaking work for LEDET:

a) Local and international best practice

- LEDET requires access to local and international best practices on PPPs / concessions, with a strong focus on meaningful participation of local communities and empowering women, youth and people living with disabilities.
- The Transaction Advisor must have the expertise, experience and access to resources to advise LEDET on these best practices and the application thereof in the context of LEDETs' circumstances.

b) Interactive engagement

- LEDET expects for any services provided by Advisory team member to be an interactive process between LEDET and the Transaction Advisor and not only a theoretical exercise.

- The Transaction Advisor is expected to make recommendations that are meaningful and practical for LEDET to implement.
- Once Advisory team member is appointed to execute a project, LEDET will arrange for regular engagement sessions with the Transaction Advisor to review progress of deliverables and recommendations and provide guidance on the way forward.

c) Evidenced-based decision-making

- The Transaction Advisor will be required to provide evidenced-based recommendations to LEDET.
- Research used to inform recommendations must incorporate best practices and lessons-learned; furthermore, research must include both primary and secondary sources.
- Once Advisory team member is appointed to execute a project, LEDET will provide the Transaction Advisor with internal documents related to the Scope of Work to inform research and recommendations.

7. PHASE 1: FEASIBILITY STUDY

The Transaction Advisor will be required to produce a comprehensive feasibility study for the project using PPP models. The feasibility study must enable the Department to determine:

- Full life cycle project costs;
- Affordability limits;
- Identification of all risks and their costs;
- Recommendations with regards to allocation of each risk;
- Optimal value for money methods of delivery; and
- Potential revenue to/and savings by the Department.

Item 7.1 below sets out the deliverables required of the Transaction Advisor for the feasibility study.

7.1. PPP FEASIBILITY STUDY DELIVERABLES

The Transaction Advisor is required to produce, in close liaison with the Department and affected stakeholders, a comprehensive feasibility study for Projects. The feasibility study needs to clearly demonstrate affordability for the full project cycle and propose the optimal value-for-money solution for the Department to achieve its desired outcomes.

The feasibility study is to be conducted in compliance with Treasury regulation 16 and PPP tourism toolkit.

7.1.1. COMPONENTS OF THE FEASIBILITY STUDY

The feasibility study must include the following:

7.1.1.1. Introduction

- Covering letter from the accounting officer/authority;
- Executive summary;
- Introduction;
- Project background and
- Approach and methodology to the feasibility study

7.1.1.2. Need analysis

The need analysis must include the following:

- Department's strategic objectives for commercialization;
- Department's capacity and deliverability including:
 - Project Team and Advisors;
 - Organisational factors;
 - Stakeholders interest and
 - Budget availability;
- Output specifications
- Scope of the project

7.1.1.3. Option Analysis

Solution option analysis including:

- Options considered/ identified;
- Evaluation and assessment of each option;

- Assessing the Department's role in the proposed PPP project, whether that role corresponds with the Department's legal obligations, maintains sufficient power to protect the Department's interests and corresponds to the proposed corporate structure of the project vehicle and how in practice the Department's role will be established in the project vehicle (e.g. voting rights, pre-emption rights, golden shares and the protection of minority shareholders)
- Developing and providing detail to the legal architecture and design of the transaction, identifying e.g. (i) the type of PPP agreement to be used (e.g. concession, or management Agreement) (ii) investment commitments to be required, their nature and management, (iii) investment plan, how, where and when investments will be made (iii) type of public sector support required, including terms and conditions and (iv) corporate structure for the investment and commercial management including nature of the SPV holding the concession, etc.
- Summary of evaluation and assessment of all options considered.
- Review of risk allocation assumptions to assess whether those risks can be allocated (e.g. legally) to the private sector (e.g. land acquisition, collection of tariffs from individual consumers and safety monitoring).
- Review of project assumptions and whether they are practically and legally viable, e.g. management of staff rights and benefits and whether there might be legal limitations to how staff can be treated.
- Assess the financial management and accounting structures proposed to identify efficiency gains available through other structural mechanisms, e.g. taxation of revenues and accounting methods for depreciation of assets.
- Identifying other contractual and commercial relationships in the sector or related to the sector and how those relationships will interface with the PPP project.
- Assess risk management structures for potential efficiency gains through alternative structures or modifications.

- Assess the financial feasibility and provide valuation of revenues according to the different options and based on various assumptions used in the forecasts including those of demand and pricing should be stated clearly.
- Advise on a financial (capital) structure for mobilizing debt.
- Confirming legality of budgeting assumptions and the management of revenue flows (e.g. are there restrictions on the use of monies collected for use with public services).
- Assessing risk allocation approaches to ensure that they correspond with private sector appetite and lender requirements. This should be done before bidding to avoid failure of the bidding process and the costly and reputationally damaging recommencement of the tendering process.
- Assessing chosen approach to PPP and whether any aspect of that approach will conflict with available or required procurement, contracting and financing structures.
- Recommendation of a preferred option

7.1.1.4. Project due diligence

Project due diligence must include:

7.1.1.4.1. Legal Issues

It is important that legal issues are resolved during the feasibility study phase of the PPP project cycle. The legal issues must cover the following:

- Land access/rights
- Use rights
- Land claims
- Regulatory matters
- Labour legislation
- Environmental and heritage legislation
- Necessary agreements
- Approvals required

- Key challenges to risk allocation as law
- Identify licensing, permitting and other legal risks that need to be addressed and allocated under the chosen approach.

7.1.1.4.2. Technical Aspect

Technical aspects including:

- Field surveys of the selected project site which may include, depending on the project, mapping, topographical and geotechnical surveys;
- Consideration of zoning rights, town planning requirements and heritage matters;
- Consideration of environmental conditions that will impact the technical design; and
- A preliminary technical design of the facilities required to provide the project outputs. Alternative design options should also be developed in order to take into account certain site-related uncertainties and the variation in demand projections. Based on the technology solution and preliminary design a detailed estimate of the project cost should be developed.

7.1.1.4.3. Operational Issues

Conduct the studies and develop reports.

7.1.1.4.4. Site enablement issues

The study must identify infrastructure barriers to investment and other technical and heritage matters etc.

7.1.1.4.5. Socio-economic issues

Assessment of the positive and negative impact that the various options for implementing the project will have on BBBEE, SMMEs, local job opportunities, industry etc. as compared with a situation where no project is implemented.

7.1.1.4.6. Environmental issues

- Identify the necessary approvals and permits which will need to be obtained, or any other environmental issues which will need to be resolved;
- Determining the quantifiable direct and indirect social and environmental costs and benefits;
- Identifying the non-quantifiable direct and indirect social and environmental costs and benefits;
- Charactering options for mitigating adverse impacts and estimating the cost of mitigations;
- High level outline of how the proposed project contributes towards reducing carbon footprint (emissions) – in terms of design, materials to be used, technology to be installed;
- Indication of whether the proposed development will have a significant impact on, or be constrained by any of the following:
 - a) **Energy supply** - the demand for power and its effect on peak and base loads, planned provision of power in the area, the need for new transmission lines, etc.,
 - b) **Water** - (water rights, wasteful or excessive water requirements, adequacy and reliability of water supply, etc.),
 - c) **Waste management** - (efficiency and capacity of waste management facilities, risk associated with waste transport, etc.),
 - d) **Transport networks** -generation of more private and public traffic.
- Site identification, suitability and environmental parameters on each receiving environment;
- Environmental and Social Impact Assessment scoping should an EIA be necessary including Heritage assessment;

- The feasibility studies should also take account of the impact of the project on climate change, explore usage of Innovative Building Technologies/CSIR standards and ensure that accessibility for people with physical disabilities is fully taken care of;
- Provide information regarding health and safety and other environmental/standards that will inform the final output specifications to be included in tender documents;
- Ensuring all necessary approvals and permissions are obtained for PPP processes before commencement of tender process, in particular to allow the Department to sign the tender documents and the PPP Agreement.

7.1.1.4.7. Human Resource due diligence

The Human Resource due diligence must give a legal advice in respect of all existing staff who may be affected by commercialisation process.

7.1.1.4.8. Market testing

Detailed evaluation of the market landscape for the different reserves options including the following:

- Detailed specification of each reserve market landscape, including, a description of the industry, estimates of market size, breakdown of market players and their respective market share (per market segment) –in the targeted areas in various reserves;
- Detailed comparison of the service offerings compared to competitors (i.e. including providers of similar accommodation and/or tourism facilities);
- Assessment of the strengths, weakness, opportunities and threats of the offerings vis-à-vis that of competitors and an assessment of the offering's competitive advantage;
- Assessment of the demand for the chosen options in selected reserves, achievability of the expected occupancy levels, and the affordability and

competitiveness of the proposed fees to be charged for the development option, in particular in the targeted area.

7.1.1.5. Value Assessment

Value assessment is central in deciding the financial feasibility of a PPP, therefore it must include the following:

7.1.1.5.1. PPP reference

- Technical definition of project
- Discussion on costs (direct and indirect) and assumptions made on cost estimates
- Discussion on revenue (if relevant) and assumptions made on revenue estimates
- Discussion on proposed PPP type
- Proposed PPP project structure and sources of funding
- Payment mechanism
- Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, tax and VAT
- Summary of results from the PPP-reference model: NPV

7.1.1.5.2. Risk Assessment

- a) An independent risk assessment should be conducted with regard to the PPP reference model. The risk assessment should be undertaken by the Transaction Advisor and all material risks must be identified, evaluated and consequently allocated to either the investor or the Department. The various risk identified should be presented in a comprehensive risk matrix to allow for the tracking of risk allocation.
- b) The following are some of the risks that need to be considered:
 - Availability risk;
 - Market Risk (i.e., demand, cost of alternate sources);
 - Planning risk;
 - Counterparty risk (especially payment risks);
 - Completion risk;
 - Operation Risk;

- Price and tariff risk;
 - Political risk;
 - Legal risks;
 - Fiscal/macroeconomic risks;
 - Regulatory risk;
 - Environmental risks;
 - Insolvency risk,
 - Force Majeure risks etc.
- c) Compile a summary of the Department's retained and transferable risks. The NPV of all retained risks to be added into the PPP reference model.
- d) The report should contain recommendations on the mitigation mechanisms for each of the identified risks to be implemented by the party identified to bear that risk. In doing so, assessment and applicability and economy of various risk mitigation mechanisms should be carried out, including but not limited to:
- private mechanisms such as commercial insurance;
 - specific developed country mechanisms such as export credit insurance and investment insurance available from national agencies (e.g. Overseas Private Investment Corporation OPIC);
 - risk mitigation and insurance mechanisms from IFIs, including partial risk and partial credit guarantee mechanisms;
 - the risk mitigation instruments available; and
 - any special mechanisms that have been developed/deployed in a high risk contexts and their applicability and adaptation for the current context.
- e) The feasibility study report should indicate project affordability over the full period of the envisaged concession period, demonstrate value for money (VFM) through appropriate risk transfer by means of comparison with a reference financial model that is risk adjusted, and sets out a clear process to obtain the best value.

7.1.1.5.3. Risk – adjusted PPP reference

Risk adjusted PPP reference that includes:

- Summary of results: NPV, key indicators;
- Sensitivity analyses;
- Statement of affordability;
- Statement of value for money; and
- Recommended procurement choice.

7.1.1.5.4. Information verification

Attach summary of documents as Annexures to verify information that is the baseline for the feasibility study report.

7.1.1.6. Economic Valuation

7.1.1.6.1. The Economic valuation of the project must include the following:

- Introduction and evaluation approach
- Assumptions
- Valuation results
- Macroeconomic Impact - This should analyse the:
 - (a) revenues that would accrue to the Department through
 - value added taxes;
 - other taxes and levies as contributions to specific funds (e.g Social Fund);
 - corporate taxes;
 - municipal taxes;
 - customs duties and excise levies on equipment and services imported/ purchased;
 - guarantee/on-lending margins charged by Department;
 - (b) impact on Departments overall debt and debt service position; and
 - (c) employment generation, regional development, betterment of people directly affected etc.

- 7.1.1.6.2. Market Analysis - Economic aspects of the target markets: demand projections for the length of the project period (minimum [20] years); alternative options to meet the projected demand; the competitiveness of the Project vis-à-vis [COUNTRY]'s marginal cost of generation; the share of the Project in meeting the power capacity demand, and share of the Project in meeting energy demand; and
- 7.1.1.6.3. Project Level Analysis - Project cost benefit analysis, including net present value (NPV), financial internal rate of return (FIRR) and economic internal rate of return (EIRR).

7.2. PRESENTATION OF FEASIBILITY STUDY

The feasibility study, comprising all the above deliverables, must be compiled in a single report in Word format (with relevant annexures), and delivered as both electronic and hard copy documents. All financial models must be in Excel format, and must clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models must be sufficiently adaptable for use by others at later stages. The feasibility study must be presented with a thorough executive summary and must be accompanied by a PowerPoint presentation that encapsulates all the key features of the study. The executive summary and PowerPoint presentation must be compiled in such a manner that they can be used by the Department's management for decision-making purposes.

7.3. SUBMISSION REQUIREMENTS FOR THE FEASIBILITY STUDY REPORT

If the Department decides to pursue a PPP solution for the Project, the feasibility study must be of a standard that will be accepted by relevant authorities for the purposes of the Department obtaining approval. The Transaction Advisor is therefore advised to be fully familiar with the requirements of the relevant authorities.

8. PHASE 2: PPP PROCUREMENT

If, on the basis of the feasibility study, a PPP solution is decided upon, and the Department requires it, the Transaction Advisor will provide the necessary technical, commercial, legal, environmental, financial advisory, etc. support for the procurement of the private partner. This must be in compliance with all elements of PPP Tourism Toolkit and all implementing regulations. LEDET reserves the right to terminate the appointment of the Transaction Advisor or to require the lead advisor to terminate any member of the Transaction Advisory team at any stage either during Phase 1 or 2.

8.1. PPP PROCUREMENT DELIVERABLES

If the Department decides on a PPP procurement solution, the Transaction Advisor is required to work with the Department to manage the procurement process for securing contracts with a private party. All this needs to be in accordance with the systems and standards set out for PPPs in relevant laws and regulations.

The Transaction Advisor will then have to deliver the following:

8.1.1. APPROVAL AND ADMINISTRATION OF THE BIDDING PROCESS

The Transaction Advisor must prepare a complete set of procurement documents, complying with public sector procurement law, policies and guidelines, and in accordance with the tendering systems of the Department. The documentation must be consistent with the results of the feasibility study and enable the Department to obtain relevant approvals.

The Transaction Advisor must also give the Department all the necessary drafts, bidder communication and administrative support necessary for the entire procurement process to be conducted in accordance with law and policy, and to the highest standards of efficiency, quality and integrity.

8.1.1.1. Detailed procurement plan

The transaction adviser will design a complete procurement plan and process based on applicable procurement requirements, including:

- a) Advice on mechanisms to maximize competition while avoiding unrealistic bids and project vulnerability from overly aggressive bidding;
- b) Reviewing information to be provided by the Department to bidders to manage liabilities;
- c) Technical review, including:
 - review of general functional/technical solutions;
 - assessment of the estimated capital and operating costs;

- review the proposals and compare them with current best practice, highlighting areas where the proposed solutions will increase risk (and therefore price) and making suggestions for changes in current proposals.
 - Capacity of the site, and appropriateness for the technology and performance required of the Project,
 - weather conditions, status of land availability, status of permissions and permits, traffic, etc.
 - construction management constraints etc.
 - service levels and operating costs
 - preparation of all alignment drawings and specifications (to the extent not provided in the feasibility study)
 - review of project data, including ground conditions and geotechnics.
 - review of capital cost estimates from feasibility study, benchmarking against out turn costs /published cost estimate data on other projects.
 - review of operability of scheme in relation to technical specification, infrastructure, off-take demand and required levels of output, availability and safety.
 - commentary on integration with - and linkages to network
 - environmental impact assessments and proposed mitigation measures.
- d) Designing pre-qualification and bidding procedures;
- e) Designing key aspects of the tender procedure, for example deciding whether and to what extent to accept variant and non-conforming bids, how many bidders must bid before the process is valid, what rules to set in relation to the assessment of bids (scoring regimes, timing of bids and rejecting of excessively low bids) and how to maximize competition without sacrificing quality of bids.
- f) Outlining tender documentation;
- g) Outlining the PPP Agreement (including all annexures) that implements the chosen PPP approach:

- applying the risk matrix developed during the feasibility study, but updated to address all project issues and market context;
 - developing and implementing a detailed financial model and developing the contract to fit the requirements of the model;
 - explaining to the Department whether and to what extent certain provisions could be amended without disturbing the key risk allocation goals of the Department.
- h) All advice should be compliant with applicable laws and consider any constraints or opportunities associated with them.
- i) A two(2) days 'workshop' with the Department and the Project Team to discuss policy decisions and risk transfer issues, followed by one(1) further more extensive 'workshop' to agree on final project design.

8.1.1.2. Project Promotional Campaign

As part of promotional campaign process, the Transaction Advisor shall develop a tightly focused promotional campaign for the Project, including short press briefings, advertisement inserts to be published in international trade publications and business newspapers, followed up by the targeted marketing of the selected generation and distribution companies through organizing Road Shows and Seminars for potential investors as well as initiating direct communications with them.

8.1.1.3. Bid evaluation criteria and bid process design

The Transaction Advisor must, in accordance with the PPP tourism toolkit:

- set up a bid evaluation system and criteria;
- design a suitable bid process that will ensure comparable bids;
- devise effective systems for communicating with bidders; and
- inspire market confidence.

If appropriate, a system that allows for variant bids may be designed.

8.1.1.4. Request for proposals (RFP)

The Transaction Advisor must prepare a RFP document in accordance with best industry practice, PPP tourism toolkit and applicable laws and regulations, consistent with the results of the feasibility study. The RFP must concisely set out:

- the output specifications of the Department
- requirements for compliant bids
- a risk profile as established in the feasibility study
- the payment mechanism
- the bid process
- evaluation criteria
- bidder communication systems.

8.1.1.5. A draft PPP Agreement

The Transaction Advisor must prepare a draft PPP Agreement, in close liaison with the Department Project Team, PPP tourism toolkit implementing the risk allocation regime and using best practice to maximize competition and keep pricing low, while protecting the Department's interests with a view to project implementation and manageability over the term of the project. The Agreement will include all necessary annexures and subsidiary documentation, e.g. performance specification, project scope, client's requirements, technical specification, Project performance monitoring regime, code of construction practice, requirements for network integration, etc.

8.1.1.6. Department Approval(s)

The Transaction Advisor must compile all the documentation necessary for the Department to obtain necessary approvals to enable the procurement process to begin.

8.1.1.7. Administration of the bidding process

The Transaction Advisor is to provide all necessary administrative support to the Department for the efficient and professional management of the bidding process. This includes managing a data room and other dissemination of project data to bidders, facilitating structured engagement between the Department and bidders, helping the Department communicate effectively with bidders, including responding to bidder

queries, managing bidder conferences and responding to communications with bidders to manage Department liabilities, and receiving bids.

8.1.2. EVALUATION OF BIDS, DEMONSTRATING VALUE FOR MONEY [WHERE POSSIBLE UNDER PROCUREMENT RULES]

8.1.2.1. Evaluation of bids

- The authorized staff of the Department, helped by the Transaction Advisor, must evaluate bids.
- A best and final offer (BAFO) process may be required. When costing this phase of work, the Transaction Advisor must allow for the possibility of administering BAFO processes. If there is no BAFO process, the Transaction Advisor's remuneration will be adjusted accordingly.

8.1.2.2. The value-for-money report and approval

Value for money must be demonstrated by comparing the net present value (NPV) of the bids received with the NPV of the PPP for commercialisation of the reserve, with a suitable adjustment for risk assumed.

The results of the bidding and evaluation of bids must be presented in a single value-for-money report (with relevant annexures) that demonstrates clearly how value for money will be achieved with the preferred bidder. The report must clearly indicate the preferred and second-ranked bidders and provide motivations.

The value-for-money report must be in a suitable format and of a suitable standard for the Department to get necessary approvals.

8.1.3. PPP AGREEMENT NEGOTIATIONS AND AGREEMENT MANAGEMENT PLAN

8.1.3.1. The Transaction Advisor must assist the Department in final negotiations with the preferred bidder. This will involve:

- preparing suitable negotiations teams;
- categorizing issues appropriately, developing timelines for completion;
- planning negotiation tactics,

- reviewing proposed sub-agreements,
- advising on proposed changes to the agreed form of sub-agreements,
- review of preferred bidder satisfaction of the conditions precedent to the PPP Agreement, often including the validity of licenses and permissions obtained by the preferred bidder, formation of corporate vehicles in the form required, financial close of the project financing, and implementation of the commercial requirements for performance of the project,
- relationship with second and third place bidders, including managing bid bonds and on-going discussions to prepare for the eventual withdrawal of the preferred bidder,
- processes for reaching agreement,
- the above will normally involve a second set of negotiations with the lenders arguing similar points as those raised by the preferred bidder during the tender process and new issues often focused on financial covenants and protections. This may involve extended discussions of Department financial participation to protect the lenders from specific risks. The legal service providers should be involved in these discussions,
- review and negotiation of the financial documentation which will often have a direct effect on the rights and obligations of the Department,
- legal opinion that transaction is binding on its terms,
- legal opinion on security and financial management structure, and
- legal opinion on revenue structure and current regulatory mechanism.

8.1.3.2. The Transaction Advisor must ensure that all agreements reached are incorporated into all the financial, commercial and legal documentation, and must assist with drafting the necessary and related correspondence.

8.1.3.3. The final terms of the agreement, each as negotiated with the preferred bidder, must be submitted by the Department, along with the PPP agreement management plan for the project, for approval. The Transaction Advisor is responsible for compiling the necessary submissions for the Department to obtain this approval, including a comprehensive legal due diligence of the accounting officer/authority has been completed. This will relate to legal compliance, competence and capacity to enter into the PPP agreement.

8.1.4. PPP AGREEMENT SIGNATURE, CLOSE-OUT REPORT AND CASE STUDY, AND FINANCIAL CLOSURE

- 8.1.4.1. The Transaction Advisor must help the Department with all functions related to signing the final Agreement through to financial close. The Transaction Advisor must also compile a comprehensive close-out report and case study, and must incorporate any additional factors that may be required by the Department. The close-out report will be a confidential document of the Department. The case study will become a public document, made available on various government websites.
- 8.1.4.2. The Transaction Advisor must, in close liaison with the Department, draft a comprehensive PPP management plan for the Department, in accordance with the provisions of the PPP Agreement, to help the Department in the management of the Project and its risks, rights and obligations after financial close. The management plan will be delivered no later than 20 days before financial close. This will be followed by a 5 day 'workshop' with Department project team to discuss project implementation and management of Department rights and obligations over the term of the Project, followed by 1 further 'workshop' as follow-up.
- 8.1.4.3. Financial closure signifies that all the procurement deliverables have been successfully completed, and that the Transaction Advisor's work is finished, if applicable.

9. TRANSACTION ADVISOR SKILL, EXPERIENCE, REMUNERATION AND MANAGEMENT BY DEPARTMENT

9.1. NECESSARY TRANSACTION ADVISOR SKILLS AND EXPERIENCE

- 9.1.1. The Transaction Advisor will comprise a team, managed by a single lead advisor, the members of which have both the skills and experience necessary to undertake the range of tasks set out in this Terms of Reference. Each individual on the team must be personally available to do the work as and when required to do so. The lead advisor will be held accountable, in terms of the agreement, for ensuring project deliverables, and the professional conduct and integrity of the team.

9.1.2. The skills and experience required in the Transaction Advisor team are as follows:

- Financial analysis, with relevant PPP and project finance experience through to financial close;
- PPP procurement and structuring;
- Legal experience in the drafting and negotiating PPP agreements;
- Technical due diligence and advice on PPP structuring and agreements;
- Project planning management;
- Project facilities management;
- Expertise and experience in the design of environmentally friendly and energy efficient facilities;
- Expertise and experience in environmental impact assessments and planning;
- Expertise and experience of tourism, planning of accommodation facilities and management;
- Negotiations;
- Contract management and
- Project management.

9.1.3. The following remuneration schedule is set for each part of the agreement. Bidders should adhere to these in their proposals. Deliverables completed per the remuneration schedule will be approved by the project officer, after which invoices may be submitted for payment as per the remuneration schedule. The Department will pay within 30 days of receiving the approved invoice.

9.1.4. All members of the Transaction Advisory team must be in good standing in all respects including ethically and professionally. They should also be able to provide proof of professional registration where required.

9.2. **REMUNERATION SCHEDULE AND DISBURSEMENT ARRANGEMENTS**

Remuneration of the Transaction Advisor will be payable in South African Rands, on a fixed price for each of Phases 1 and 2. The procurement portion of the work may or may not transpire at the end of the feasibility study phase, and should be costed accordingly. Costing should take account of the possibility of procurement taking place only at certain sites and not all, hence, remuneration schedule is proposed for each Part of the agreement.

9.2.1. Remuneration schedule

Phase 1:

- Mobilisation fee: 10% of the Phase I fee, payable 1 calendar month from the date of the commencement of Phase 1;
- 45% of the Phase 1 fee for the options analysis reports and generation of the outputs specifications and acceptance of the options analysis;
- 45% of the Phase 1 fee payable upon completion of the feasibility study report and approval by the Project Steering Committee.

Phase 2:

- 25% on conclusion of the RFP process;
- 25% on concluding the preferred bidder process;
- 30% on obtaining financial close; and
- 20% on acceptance of the Close Out Report by LEDET.

Deliverables completed per remuneration schedule must be submitted to the Project Officer (see item 12.1. below) to whom the Transaction Advisor will report.

9.2.2. Disbursement arrangements

Out-of-pocket expenses will be paid by the Department at cost within an agreed ceiling. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the project officer before they are incurred. An email system for these approvals will be set up when the Transaction Advisor agreement is signed. Pre-approved project expenditure on international travel, related reasonable accommodation costs, expenditure on document reproduction, translation and interpreter services or any other legitimate pre-approved project disbursement expenditure will be reimbursed at cost. Other legitimate Project costs such as telephone, fax, photocopies and internet access will be reimbursed at cost. Payment will be made within 30 days of the Department receiving approved and substantiated invoices, and does not form part of the remuneration schedule. Bidders are required to propose a ceiling for such disbursements. This ceiling will not be evaluated as part of the price proposal.

10. RULES OF BIDDING, BID SUBMISSION REQUIREMENTS AND BID EVALUATION

10.1. RULES FOR BIDDING

- 10.1.1. The Transaction Advisor must preferably be a single legal entity with all other necessary expertise obtained via sub-contracts.
- 10.1.2. LEDET will enter into an agreement with the selected Transaction Advisor for the work set out in these Terms of Reference. A draft agreement is attached as "Annexure 'A'". Bidders are invited to mark up this agreement and submit the marked-up version with their bid.
- 10.1.3. LEDET reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the agreement between LEDET and the Transaction Advisor be terminated by either party due to reasons not attributable to the Transaction Advisor, the Transaction Advisor will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the Transaction Advisor for the appropriate phase of the project during which the appointment was terminated. The persons proposed for professional work on the project shall remain on the project unless permission is granted by LEDET to change the proposal. Such permission will only be granted in exceptional circumstances.
- 10.1.4. No material or information derived from the provision of the services under the agreement may be used for any purposes except where authorised in writing to do so.
- 10.1.5. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the Department.
- 10.1.6. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, as applicable, authenticated by a Notary Public, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members should be advised that each member would be held jointly and severally liable for the performance of the consortium or joint venture.

10.1.7. LEDET is not bound to accept any of the proposals submitted and reserves the right to negotiate price with the preferred bidder.

10.1.8. The Transaction Advisor and its affiliates are disqualified from providing works and services to any bidding consortium or members of such a consortium and/or the private party to the agreement, or to any eventual project that may result, directly or indirectly from these services.

10.2. **BID SUBMISSION**

Bids must be submitted to:

Department of Economic Development, Environment and Tourism

Silver Tender Box

19 Biccard Street

Polokwane

0699

Bid submission should be made before 11h00 on the date stipulated in the advert. Submission delivered after 11h00 on the closing date of the bid shall be regarded as invalid and returned to the Bidder, unopened.

10.3. **CONTENT OF BID SUBMISSION**

10.3.1. Bids and all related correspondence and documents must be in English.

10.3.2. The bid submission from each Bidder must contain all the information necessary for LEDET to evaluate the pre-qualification, financial and functionality capabilities of the bidder.

10.3.3. Bidders are required to submit two sealed envelopes in accordance with the direction below, **Envelope no.1** shall be clearly marked "Technical Proposal" on the outside and shall contain all the original non-financial aspects of the submission ("Technical Proposal") and an electronic copy containing all the documents (clearly marked) of the bid submission should be submitted on **USB**. Please note that the price offer should **NOT** be disclosed anywhere on the USB in electronic format. The contents of the Technical Offer shall consist of:

10.3.3.1. Covering letter signed by the lead Transaction Advisor, inter alia:

- Accepting the Rules of Tendering, Evaluation of Tenders, and Tender Evaluation Criteria set out in the Terms of Reference;
- Providing full contact details for the lead Transaction Advisor; and
- Consortium or Joint Venture Agreements of the Transaction Advisor team
- Information on and motivation for the Transaction Advisory team, attaching their curriculum vitae, and setting out their personal, and their firm's profile.
- Suitability for this assignment;
- Relevant PPP or project finance related skills and experience: For each relevant experience cited, outline the precise role the lead advisor played, the role of the firm, agreement duration, agreement outcomes, and agreement value;
- Availability to perform the work. This must be substantiated by listing the lead Transaction Advisor's other known professional commitments for the forthcoming two years;

10.3.3.2. Project comprehension and project management plan, setting out:

- The Transaction Advisor's understanding of the TOR, and any proposals for amendments to the TOR that would enhance desired outcomes;
- How the Transaction Advisor proposes to manage the set of deliverables outlined in the TOR;
- A proposed outline work plan with time-table for delivery;
- The suitability of each person in the team for the proposed roles in terms of their relevant skills and experience cross referenced to each deliverable in the Terms of Reference;
- The availability of each person to perform the work;
- How the TA team members will be supervised;
- How reporting to the Project Officer will take place;
- Any innovative ideas for how the whole assignment can best achieve its objectives.

10.3.3.3. An original tax clearance certificate/tax pin, issued by SARS within six months of the bid date in respect of the lead Transaction Advisor and all South African firms to be sub-contracted to it for this assignment.

10.3.3.4. An original signed version of the PPP agreement including all the relevant sections. The Bid submission to be included in the PPP agreement, with each page initialled by the duly authorised representative; and

10.3.3.5. The SBD forms fully completed and signed where required.

10.3.3.6. **Envelope no.2** shall be clearly marked "Financial Proposal" on the outside and will only be opened and evaluated if the minimum threshold for functionality is met. The content of the envelope shall be the SBD 3.3 as well as the Price offer. Proposed remuneration for professional fees:

- A remuneration proposal, in the remuneration format outlined above, giving professional cost per deliverable item and total for each Part as indicated;
- VAT must be specified separately as a total for each of Phase I: Feasibility and Phase II: Procurement. While VAT will be paid pro-rata for each delivery item in each Phase of the assignment, it should be indicated as a total sum per Phase for purposes of this submission.

10.3.4. All information provided in the bid must be valid for **180** business days from the bid date.

10.3.5. Submitting a bid implies that the bidder knows and understands all the terms and conditions set out in this TOR and under the applicable laws of the Republic of South Africa, and that the bidder accepts these terms and conditions.

NB: Failure to submit two separate envelopes will lead to bid disqualification.

10.4. **COMPULSORY BRIEFING SESSION**

LEDET, will arrange a briefing session on the TOR, on the date, time and venue stipulated in the advert, which all potential Transaction Advisors are required to attend and to register their interest in submitting proposals. No party registering interest is however, bound to submit a proposal.

10.5. BID EVALUATION SELECTION AND CRITERIA

The Department has set out the minimum standards that all the bidders need to meet in order to be evaluated and selected as the Transaction Advisor. The minimum standards consisted of the following: pre-qualification, technical and financial criteria.

10.5.1. Pre-qualification criteria

Bidder(s) must submit the documents listed in Annexure 2 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

10.5.2. Technical evaluation criteria

The bidder will be expected to provide services to LEDET in the below service categories, as and when required. Bidders may submit proposals for a combination of these service categories or all (note: bidder must have requisite skills and expertise to provide services for mandatory categories). Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to the selected service categories. The service categories are as follows:

- Financial Analysis and Financial Transaction Advisory
- PPP procurement, structuring, implementation and management (mandatory)
- Tourism development (i.e. skills in the development and implementation of strategies and plans to develop and enhance tourism destinations, with a strong focus on responsible tourism), mandatory
- Legal expertise
- Ecotourism (Environmental aspects and green efficiencies)
- Quality of Project Comprehension

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. This involves the number of years in similar work, monetary size of contract / agreements and references. The Technical Proposals received will be evaluated according to the following criteria and scoring system. The evaluation will be out of 100 points with Bidders having to achieve a minimum score of 70 points. Refer below for detailed information:

NO.	CRITERIA	WEIGHT (LEVEL)	POINTS ALLOCATIONS
1.	<p>Financial Analysis and Financial Transaction Advisory</p> <p>The bidder must have demonstrable and relevant experience in the Financial Analysis and Financial Transaction Advisory inclusive of:</p> <ul style="list-style-type: none"> • Project finance • Financial and economic cost benefit analysis • Financial and risk modelling • Budget analysis and affordability solutions <p>This experience must be demonstrated through the provision of the following information:</p> <ul style="list-style-type: none"> • List of relevant project similar to this opportunity undertaken • Description of services performed and extent of the bidder's responsibilities; • Duration of each project • Value of each project 	20	<p>20 = more than 10 years demonstrable and relevant experience</p> <p>15 = 10 years demonstrable and relevant experience</p> <p>10 = 5-9 years demonstrable and relevant experience</p> <p>5 = 3-4 years demonstrable and relevant experience</p> <p>0 = less than 3 years demonstrable and relevant experience</p>

NO.	CRITERIA	WEIGHT (LEVEL)	POINTS ALLOCATIONS
2.	<p data-bbox="316 1000 397 1877">PPP procurement, structuring, implementation and management</p> <p data-bbox="414 1000 560 1877">The bidder must have demonstrable and relevant experience in PPP procurement, structuring, implementation and management. This experience must be demonstrated through the provision of the following information:</p> <ul data-bbox="576 1000 836 1877" style="list-style-type: none"> <li data-bbox="576 1000 625 1877">• List of relevant project similar to this opportunity undertaken <li data-bbox="641 1000 722 1877">• Description of services performed and extent of the bidder's responsibilities; <li data-bbox="738 1000 787 1877">• Duration of each project <li data-bbox="803 1000 836 1877">• Value of each project 	20	<p data-bbox="332 251 414 841">20 = more than 10 years demonstrable and relevant experience</p> <p data-bbox="446 251 527 841">15 = 10 years demonstrable and relevant experience</p> <p data-bbox="560 251 641 841">10 = 5-9 years demonstrable and relevant experience</p> <p data-bbox="673 251 755 841">5 = 3-4 years demonstrable and relevant experience</p> <p data-bbox="787 251 868 841">0 = less than three years demonstrable and relevant experience</p>

NO.	CRITERIA	WEIGHT (LEVEL)	POINTS ALLOCATIONS
3.	<p>Tourism Development</p> <p>The bidder must have demonstrable and relevant experience in the tourism development. This experience must be demonstrated through the provision of the following information:</p> <ul style="list-style-type: none"> - List of relevant project similar to this opportunity undertaken - Description of services performed and extent of the bidder's responsibilities; - Duration of each project - Value of each project 	20	<p>20 = more than 10 years demonstrable and relevant experience</p> <p>15 = 10 years demonstrable and relevant experience</p> <p>10 = 5-9 years demonstrable and relevant experience</p> <p>5 = 3-4 years demonstrable and relevant experience</p> <p>0 = less than three years demonstrable and relevant experience</p>

NO.	CRITERIA	WEIGHT (LEVEL)	POINTS ALLOCATIONS
4.	<p>Legal expertise</p> <p>The bidder must have demonstrable and relevant experience and expertise in Legal matters. This experience and expertise must be demonstrated through the provision of the following:</p> <ul style="list-style-type: none"> • Development of procurement documents; • Drafting of PPP agreements • Negotiations 	10	<p>10 = more than 10 years demonstrable and relevant experience</p> <p>7.5 = 10 years demonstrable and relevant experience</p> <p>5 = 5-9 years demonstrable and relevant experience</p> <p>2.5 = 3-4 years demonstrable and relevant experience</p> <p>0 = less than 3 years demonstrable and relevant experience</p>
5.	<p>Ecotourism (Environmental aspects and green efficiencies)</p> <p>The bidder must have demonstrable and relevant experience in ecotourism (environmental aspects and green efficiencies). This experience must be demonstrated through the provision of the following information:</p> <ul style="list-style-type: none"> • List of relevant project similar to this opportunity undertaken; • Description of services performed and extent of the bidder's responsibilities; • Duration of each project • Value of each project 	10	<p>10 = more than 10 years demonstrable and relevant experience</p> <p>7.5 = 10 years demonstrable and relevant experience</p> <p>5 = 5-9 years demonstrable and relevant experience</p> <p>2.5 = 3-4 years demonstrable and relevant experience</p> <p>0 = less than 3 years demonstrable and relevant experience</p>

NO.	CRITERIA	WEIGHT (LEVEL)	POINTS ALLOCATIONS
6.	<p>Quality of Project Comprehension</p> <p>Bidders must clearly demonstrate in-depth the plan in executing the project. It must include the Proposed Work Plan demonstrating understanding of the brief and scope of work detailing timelines, resource allocation, approach and methodologies to be used in delivering of Transaction Advisory services</p>	10	<p>10 = Detailed project plan with clear timelines, tasks, resources and deliverables</p> <p>5 = submission of complete plan and contains some elements in respect of timelines, tasks, resources and deliverables;</p> <p>2.5 = submission of incomplete and lacks detailed project plan and clear timelines, tasks, resources and deliverables;</p> <p>0 = No submission of project plan and methodology approach;</p>
7.	<p>References:</p> <p>The bidder must provide at least three certified reference letters from traceable clients for whom the Transaction Advisor provided services, which fully meet the following requirements:</p> <ul style="list-style-type: none"> • Contract description of service • Project successfully completed • Client recommends the services of the bidder • Contact details of the recipient of the service • Letters must be signed by the recipient of service 	10	<p>10 = 4 or more reference letters provided that are fully satisfactory or better</p> <p>7.5 = 3 or more reference letters provided that are fully satisfactory or better</p> <p>5 = 2 or more reference letters provided that are fully satisfactory or better</p> <p>2.5 = 1 or more reference letters provided that are fully satisfactory or better</p> <p>0= no reference letter</p>

10.5.3. Price Criteria

- 10.5.3.1. Only those bids that have met a threshold of 70 points in the technical proposal will be evaluated for price. Bids that do not meet the technical threshold score will not be further considered for selection.
- 10.5.3.2. During evaluation of price, the following objective criteria will be applied, which may result in the contract being awarded to a bidder that did not score the highest points, as per Section 11 of the Preferential Procurement Regulations, 2017 and in accordance with Section 2 (1) (f) of the Preferential Procurement Policy Framework Act.
- 10.5.3.3. The bidder that receives the highest bid score on Price will be appointed the preferred bidder; and the bidder that receives the second highest bid score will be appointed the reserve bidder, with exception of the application of objective criteria.
- 10.5.3.4. The score will be presented to LEDET Bid Adjudication Committee (BAC) for ratification.
- 10.5.3.5. Once rectified, the preferred bidder will be announced.

11. INCOMPLETE BIDS

- 11.1. The bid evaluation committee will check envelope no.1 of each bid to see whether all the documentation that this TOR requires has been submitted correctly.
- 11.2. If a bid is not complete or something in it is not clear, the bid evaluation committee may, but is not obliged to, ask bidders for more information. Bidders will receive such requests for more information in writing. No substantial changes to the bid will be asked for or allowed, except if there is a clear mistake in the bid.
- 11.3. LEDET may, but is not obliged to, disqualify a bid that is not complete or requires clarification without a request for further information.
- 11.4. LEDET shall not be obliged to reimburse Bidders for any costs and/or damage they incurred during the preparation of Bid submission, in the event of cancellation, disqualification, suspension, modification or delay of the tender.

12. MANAGEMENT OF THE TRANSACTION ADVISOR

- 12.1. The Transaction Advisor will be appointed by the Department and will report directly to the Project Officer. A project officer has been appointed by the Department to take full responsibility for managing the Transaction Advisor's work and for ensuring delivery on the project.
- 12.2. The project officer has established a project team to engage regularly with the Transaction Advisor for efficiently completing the various delivery items. The project team will meet at least monthly and the Transaction Advisor will report progress at these meetings, as instructed by the project officer.
- 12.3. The project officer will confirm that the Transaction Advisor has satisfactorily completed each deliverable before invoices can be submitted to the Department for payment.
- 12.4. Within 20 working days of the signing of the agreement, the Transaction Advisor shall submit an Inception Report giving a detailed work plan and assignments for each individual in the team.
- 12.5. The Transaction Advisor shall submit Interim Reports each two weeks describing progress of work, updated work schedule, and any key constraints encountered by the Transaction Advisor in the performance of the activities.

11.6. Proposed Implementation Schedule

Task	Date
Feasibility study, draft delivered to the Department	
Feasibility study, final version delivered to the Department	
Bidding commenced	
Bid submitted	
Preferred bidders selected	
BAFO submission	
Award	
Financial close	

13. **FURTHER INFORMATION**

All enquiries and requests for further information in respect of the TOR must be in writing, and directed to LEDET at the following address:

DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM

Mr. Sepele Matlala
Private Bag x 9484,
POLOKWANE,
0700

19 Biccard Street, Polokwane, 0699
Telephone: +27 15 293 8300/ 8596 or 082 089 1761
Email: MatlalaSJ@ledet.gov.za

14. **ANNEXURE 1: BID COVER SHEETS**

Cover sheets which include the following information must be attached to each envelope:

Bid for appointment of Transaction Advisory services to LEDET for implementation of tourism PPP projects. (Original)

ENVELOPE NO.1: TECHNICAL PROPOSAL

Name of bidder: _____

Postal address: _____

Street address: _____

Telephone: _____

Cell phone: _____

Fax: _____

Contact person: _____

Email address: _____

Signature of bidder: _____

Date: _____

Capacity under which bid is signed: _____

Signature of this document means that the bidder accepts the terms and conditions of this bid. Failure by the bidder to sign this form may disqualify the bid.

Bid for appointment of Transaction Advisory services to LEDET for implementation of tourism PPP projects. (Original)

ENVELOPE NO.2: FINANCIAL PROPOSAL (PRICE OFFER)

Name of bidder: _____

Postal address: _____

Street address: _____

Telephone: _____

Cell phone: _____

Fax: _____

Contact person: _____

Email address: _____

Signature of bidder: _____

Date: _____

Capacity under which bid is signed: _____

Signature of this document means that the bidder accepts the terms and conditions of this bid. Failure by the bidder to sign this form may disqualify the bid.

15. ANNEXURE 2: CHECKLIST OF COMPULSORY RETURNABLE BID DOCUMENT

Please adhere to the following instructions:

Ensure that the following documents are completed and signed where applicable:

No.	Document Name	Included in the published bid document?	To be returned by bidder	Requirement
14.1.	Invitation to Bid – SBD 1	Y	Y	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time.
14.2.	Pricing Schedule – SBD 3.3	Y	Y	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time.
14.3.	Declaration of Interest – SBD 4	Y	Y	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time.
14.4.	Preference Point Claim Form – SBD 6.1	Y	Y	Non-submission will lead to a zero (0) score on BBEE. Bidders must submit a certified copy or original of valid BBEE Status Level Verification Certificate issued by SANAS accredited Institutions to be allocated points.

No.	Document Name	Included in the published bid document?	To be returned by bidder	Requirement
14.5.	Central supplier Database (CSD) Report	N	Y	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
14.6.	General Condition of Contract	Y	Y	Must be initialled by the authorized person and submitted with the bid by the closing date and time
14.7.	One (1) Electronic(USB) Copy of Technical Proposal (Envelope No.1)	N	Y	Must be submitted with the bid by the closing date and time
14.8.	Original tax clearance/Pin certificate	N	Y	Must be submitted with the bid by the closing date and time
14.9.	Draft Contract for Transaction Advisory Services	Y	Y	Must be signed and submitted with the bid by the closing date and time
14.10.	Company profile of a bidder (for consortiums, company profiles of each member of the consortium must be provided)	N	Y	Must be submitted with the bid by the closing date and time
14.11.	If a bidder is bidding as a joint venture, the following must be submitted with the proposal:	N	Y	Must be submitted with the bid by the closing date and time

No.	Document Name	Included in the published bid document?	To be returned by bidder	Requirement
	<p>a) Copy of joint venture agreement duly signed by all parties which set the responsibilities of each joint venture member; and</p> <p>b) Original or certified copy of the B-BBEE certificate of the joint venture.</p>			Non-submission BBEE certificate will lead to a zero (0) score on BBEE. Bidders must submit a certified copy or original of valid BBEE Status Level Verification Certificate issued by SANAS accredited Institutions to be allocated points
14.12.	Bidder's professional experience	N	Y	Must be submitted with the bid by the closing date and time
14.13.	Client references	N	Y	Must be submitted with the bid by the closing date and time
14.14.	Profile of Lead Advisor	N	Y	Must be submitted with the bid by the closing date and time

NB: Failure to submit the above documents with the bid will result in the disqualification of the bid.