

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal			Page 1 of 3					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

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

The Tendering System

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

Training sessions

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



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SUPPLIER INFORMATION					
COMPANY NAME					
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:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



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RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

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



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Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:

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3. DECLARATION

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

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

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

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

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

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

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

Signature		Date	
Position		Name of Bidder	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

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

- Stage One–

- Stage Two–

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SUPPLIER JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

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



TENDER NUMBER (GT/GIFA/038/2022)

TENDER DOCUMENTS

REQUEST FOR PROPOSAL

THE PROCUREMENT OF A TRANSACTION ADVISORY TO DEVELOP A
FEASIBILITY STUDY AND ASSIST WITH PROCUREMENT UP TO
FINANCIAL CLOSE FOR THE DEVELOPMENT OF THE PWV 15
FREEWAY

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B. TENDER ENQUIRIES AND COLLECTION

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

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

Table 1

Tender description:	Terms of Reference for Advisory Services to Develop a Feasibility Study and Procurement Process up until Financial Close for The Development of The PWV 15 Freeway.
Institution:	Gauteng Infrastructure Financing Agency (GIFA)
Briefing Session	Advisable to register interest in submitting tenders in the name of the tendering company;¹ Date: [15 July 2022] Time: [10h00 – 11h00] Address: [Microsoft team -Virtual meeting] Due to Covid-19 regulations regarding public gatherings, GIFA will not be able to host a physical pre-bid briefing meeting. A virtual Microsoft Teams meeting will be held. All prospective bidders should register at [email address] to receive an invite to the pre-bid briefing meeting.

¹ Most Briefing Sessions are compulsory, however should the attendance just be a recommendation such must be clearly specified in the Tender Documents.

Technical enquiries:	Ms Noxolo Mtembu	Project Manager
Email:	n.mtembu@gifa.co.za	
General enquiries:	Khumbelo Mukhanu	Procurement Services
Email:	khumbelo.mukhanu@gauteng.gov.za	
Download	Documents are available free of charge via download from the Gauteng Provincial Government Tender Portal on http://www.gauteng.gov.za .	
Tender Box Location	Tenders must be deposited in the Tender Box at the Gauteng Provincial Treasury – Ground Floor, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.	
Closing Date: [29 July 2022]	Closing Time: [11h00]	
Tender validity	The tender offer validity period is 120 (one hundred twenty) days commencing from the closing date of tender advert or otherwise specified.	
Tender requirements	Tenders must be deposited in the Tender Box on or before the closing date and time. Tenders submitted by fax will not be accepted. The Tenders Box is open 24 (twenty-four) hours a day, 7 (seven) days a week. (All bids must be submitted on the official Tender Forms (not to be re-typed) – All required information must be completed.)	
Training Sessions	Non-compulsory “How to tender” workshops are held every Wednesday at the Gauteng Provincial Treasury, Ground Floor, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.	

C. DISCLAIMER

The GIFA has prepared the information contained in these tender documents in good faith based on information obtained from various resources. While all reasonable care has been taken in preparing these tender documents, the information contained herein does not purport to be comprehensive to have been verified by the GIFA or any of its officers, employee's agents, or any other person. Accordingly, neither the GIFA nor any of its advisors make any representation or warranty or give any undertaking express or implied or accept any liability or responsibility for the adequacy or completeness of any of the information or opinions stated herein or any other written or oral information made available in connection with this process, and nothing contained herein is or shall be relied upon as, a promise or representation or whether as to the past or the future.

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

The GIFA reserves the right to amend, modify or withdraw or cancel this tender or terminate any of the procedures or requirements before the closing of the tender and in respect of which this tender has been issued, through public notice to the tenderers on the Gauteng Provincial Government Tender Portal on www.gauteng.gov.za.

Tenderers submitting a tender will be deemed to do so on the basis that they have satisfied themselves as to the authority of GIFA to procure these services and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial, and local government level) to the subject matter of these services. Tenderers are, therefore, at any stage of the procurement phase and service contract, not entitled to request any advice or opinion from anyone or more of the advisors to GIFA on the competency of GIFA to procure the services concerning the Project.

The GIFA reserves the right to request clarification on any tenders submitted regarding this tender, without liability to compensate or reimburse the tenderer.

Any response by a tenderer to this tender does not imply that GIFA is assured of the tenderer's financial stability, technical competence, or ability to carry out the requirements of this tender.

D. GLOSSARY OF TERMS

The following acronyms are used in this Request for Proposal:

BEC	Bid Evaluation Committee
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
CV	Curriculum Vitae
DTI	Department of Trade and Industry
GDP	Gross Domestic Product
GIFA	The Gauteng Infrastructure Financing Agency
GPG	Gauteng Provincial Government
IRR	Internal Rate of Return
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act, 2000
PIC	Public Investment Corporation
RFP	Request for Proposal
RFQ	Request for Qualification
SANAS	South African National Accreditation System
SARS	South African Revenue Services
VAT	Value Added Tax
GDRT	The Gauteng Department of Roads and Transport

E. DEFINITIONS

The following definitions are used in this tender invite:

Bidder means the tenderer either tendered by way of consortia or joint ventures, or individual entity that bids for the Project. In addition, the tenderer may include government institutions.

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

Institution means the Gauteng Department of Transport Roads and Works.

Project means the development of the PWV 15 Highway.

Project Manager means the official appointed by GIFA to manage the project preparation arrangements as set out in this RFP.

Project Officer means the person identified by GIFA capable of managing the Project from inception to expiration or termination.

Project Steering Committee means the committee established by the Project Officer to steer and ensure delivery of all project preparation work and objectives as set out in this RFP for the Project.

Special Conditions of Tender: means all terms in addition to General Conditions of Tender that are contracted to ensure the success of this assignment.

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

1. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF TENDERS

1.1 BIDDING INSTRUCTIONS:

The Republic of South Africa laws shall govern this RFP, and the tenderers hereby accept that the courts of the Republic of South Africa shall have the relevant jurisdiction.

1.1.1 Tender submission:

- The tender pack is drawn up so that certain essential information should be furnished in a specific manner, and any additional particulars must be provided in separate annexures.
- All tenders must be submitted on the official tender forms (not to be re-typed), and all required information must be completed.
- Tenderers are advised that their tender proposals must be concise, written in plain English, and presentable.
- All pages of the proposal, each separately bound copy, must be numbered consecutively from beginning to end and should contain a detailed index referencing all parts of the tender proposal.
- Tenderers must check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted regarding claims arising from the fact that pages are missing or duplicated.
- In the event that the tenderer identifies any ambiguities, errors, or inconsistencies in this tender pack, then the tenderer must notify the GIFA by e-mail, accordingly, seeking clarification. GIFA must receive such a request regarding such clarification not later than 48 (forty- eight) hours before the tender closing date; otherwise, the GIFA will not be obliged to provide such clarification.
- The cost to deliver on this assignment must be attached as annexures to this tender.
- The costs of preparing tenders and negotiating the Agreement will not be reimbursed.
- The tender shall be signed by the person duly authorised to do so. Tenders submitted by joint ventures of 2 (two) or more firms shall be accompanied by the document of formation of the joint venture, duly signed by all parties involved.
- The attention of the tenderers, their members, and subcontractors is drawn to Section 4(1)(b)(iii) of the Competition Act, 1998, which prohibits collusive tendering.
- The tenderer declares that all information provided in the tender proposal is true and correct by signing the tender proposal.
- No exclusions to the scope tendered shall be accepted or considered, and such tender proposals may invalidate the tender.

- Each tender must be delivered as follows:
 - 1 (one) master, and
 - 2 (two) hard copies of the tender, as well as;
 - 2 (two) soft copies on a flash drive.

The master tender must be marked as the "Master Tender," and each copy must be clearly marked as "Copy 1" and "Copy 2". The tenderer must ensure that the "Master Tender," and the prescribed hard copies are identical to the flash drive's soft copy. The detailed bid packaging for submission is indicated 1.3 below.

- Tenders must be submitted in the tender box on or before the closing date and time, and tenders received after the cut-off time on the closing date shall be marked as late and may be rejected.

1.1.2 Tender evaluation:

- The procedure for evaluation tenders is to comply with the Preferential Procurement Policy Framework Act, 2000 (**PPFA**) and Preferential Procurement Regulations of 2017.
- The GIFA is not bound to accept any of the tenders submitted.
- During the evaluation process, the GIFA reserves the right to seek clarification from the tenderer on the salient features of the tender and may request to make a presentation for clarification purposes.
- If the Bid Evaluation Committee (**BEC**) cannot decide between the 2 (two) preferred tenderers, the GIFA may choose to approach both tenderers with a request for a Best and Final Offer (**BAFO**).
- If 2 (two) or more tenderers have scored equal total points, the successful tenderer must be the one scoring the highest points for B-BBEE. and if 2 (two) or more tenderers have similar points, including equal preference points for B-BBEE, the successful tenderer must be the one scoring the highest score for functionality if functionality is part of the evaluation process. If 2 (two) or more tenderers are equal in all respects, the award must be decided by drawing lots.
- The GIFA may issue additional information in the form of a briefing note to all tenderers regarding the tender invite, and when required and may be published on the GPG Tender Portal or e-mailed to all tenderers.
- The GIFA accepts no responsibility for the failure by the tenderer to receive a briefing note issued, accordingly as set out above.

1.1.3 Tenderer requirements:

- The successful tenderer must be a single legal entity with all other necessary expertise secured via subcontractor or joint venture agreement.
- The GIFA will enter into a contract with a single company to deliver the work set out in this tender.
- Any amendments to any of the information to a tender proposal post the closing date will not be allowed and may disqualify the tenderer.
- GIFA supports the spirit of Broad- Based Black Economic Empowerment (B-BBEE) and condemns any form of fronting.
- Any company, as well as the involvement of any person, blacklisted by the National Treasury under the "Register for Tender Defaulters" in terms of GN 194 of the 11th April 2005 issued in terms of the Prevention and Combating of Corrupt Activities Act, 2004, which has been found guilty in a court of law for fraud or corruption- related crimes shall be rejected by GIFA.
- Foreign firms providing proposals must become familiar with local conditions and laws and consider them in preparing their tenders.
- Neither the tenderer, its members, or subcontractors shall directly or indirectly offer or give any person in the employment of GIFA or any other government official directly involved in the assignment relevant to this Project any gift or consideration of any kind as an inducement or reward for appointing the tenderer. Suppose any of the prohibited practices contemplated under the above are committed, the GIFA shall be entitled to terminate the tenderer's bid status and ban the tender from any further participation in the procurement process.
- GIFA may, before the award of the tender, **cancel** a tender invitation if:
 - Due to changed circumstances, there is no longer a need for the services specified in the tender invite;
 - Funds are no longer available to cover the total envisaged expenditure;
 - No acceptable tender is received; or
 - There is a material irregularity in the tender process.
- Upon detecting that the tenderer submitted false information as required in terms of this tender after entering into the contract, which has affected the evaluation of a tender, the GIFA must -
 - Inform the tenderer of the detection of inaccuracies and detail thereof.
 - Allow the tenderer an opportunity to make a representation within 14 (fourteen) days as to why the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part, if the successful tenderer subcontracted a portion of the tender to another person, without disclosing it and why the tenderer should not be penalised up to 10% of the value of the contract and why the National Treasury should not restrict the tenderer from conducting any business for a period not exceeding 10 (ten) years with any organ of state.
- Suppose GIFA concludes after considering the above representations that such false information submitted by the tenderer is material in nature; in that case, GIFA must disqualify the tenderer or

terminate the contract in whole or in part, and if applicable, claim damages from the tenderer. If the GIFA concludes that the tenderer subcontracted a portion of the tender to another person without disclosing it, it shall penalise the tenderer up to 10% of the value of the contract.

- GIFA shall then inform the National Treasury, in writing, of any action taken as per the above, provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state, and submit written representation from the tenderer as to why the tenderer should not be restricted from conducting business with any organ of state. The National Treasury must request an organ of state to submit further information pertaining to the matter within a specified period.
- The National Treasury must, after considering the representation of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 (ten) years and maintain and publish on its official website a list of restricted suppliers.

1.1.4 Contracting:

- The tender and all contracts emanating from this process will be subject to the General Conditions of Contract issued in accordance with Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) and, if applicable other Special Conditions of Contract.
- The GIFA expects the utmost integrity from each tenderer and that each tender must maintain the highest professional standard when rendering services for this assignment. Therefore, the tenderer will be held accountable for agreed deliverables, professional conduct, and integrity through a signed contract between the parties.
- The successful tenderer will liaise primarily with the Project Manager appointed by GIFA and the Project Officer of the Institution or designated official of the GIFA and the Institution in the execution of the rendering of the services. The efficient implementation of the assignment may require frequent meetings with the tenderer to be managed through the Project Steering Committee.
- The GIFA shall enter into a formal contract in addition to the "Letter of Acceptance" and/or Purchase Order being issued in line with the General Conditions of Contract.
- The deliverables schedule to the contract should be a summarised version of the deliverables in the tender and the winning tenderers proposal response as to how they will deliver.
- If any of the conditions on the tender document forms are in conflict with any Special Conditions of Contract, or provisions incorporated in the tender invitation, such Special Conditions of Contract shall apply.
- This RFP, tender proposal, and the selected tender documents shall form part of the Agreement to be signed by the preferred service provider.

- The GIFA shall enter into a formal contract with the preferred tenderer. Suppose the preferred tenderer fails to fulfil the deliverables in line with the signed contract, the GIFA shall be entitled to terminate the contract with the preferred tenderer by following the terms of the contract and within 6 (six) months following the appointment of the preferred bidder call on the second bidder to step in and continue to deliver on the requirements of this tender. The second bidder will not be entitled to change any details regarding its tender, and the preferred bidder will have no recourse in claims or damages against the Institution, GIFA, or the second appointed bidder.
- It is imperative to note that, if needed, the GIFA reserves the right to stop the process at any phase, milestone, or deliverable and terminate the appointment of the service provider. The service provider will be remunerated for all work performed up to the specific phase of termination according to the scope of work. The service provider will have no other recourse to government, and all work performed, and the intellectual property rights thereof will revert to the GIFA.

1.2. VALIDITY PERIOD FOR BID

The tender shall be valid for 120 (one hundred twenty days). This tender invite does not constitute an offer to enter into a contractual relationship with any tenderer but merely solicits tender proposals. A tender shall constitute an irrevocable binding offer by the tenderer to the GIFA, which shall remain open for acceptance during the validity period commencing from the tender closing date. If the GIFA wishes to extend the period of validity of its tender for any reason, all tenderers must issue its response in writing, and should the extension be agreed to by all relevant tenderers, the tender validity may be extended.

1.3 BID PACKAGING AND SUBMISSION

The tenderer will be required to submit their tender proposal in 2 (two) separate sealed envelopes, which consist of 2 (two) parts, namely:

- envelope 1 (Technical) and;
- envelope 2 (Price and B-BBEE).

Note: These two envelopes must be submitted separately, clearly marked with the tender number, name, and address of tenderer, and the closing date to the tender.

1.3.1 Envelope 1: Technical:

- Marked with the name of the tenderer.
- Titled "Technical Proposal" with tender reference and marked: **Advisory Services to Develop a Feasibility Study and Procurement to Financial Close for the Development of The PWV 15 Freeway**

- A covering letter signed by the authorised representative of the tender lead party accepting the rules of the tender evaluation and criteria of tenders set out in these tender documents.
- Information on and motivation for the entity, attaching Curriculum Vitae **(CV)** and setting out their personal and company's suitability for this assignment and resumes of each person's highlighted responsibilities held for experience relevant to this assignment in the last 10 (ten) years.
- Relevant skills and experience for each relevant experience cited, outline the lead advisor's precise role, the company's role, contract duration, contract outcomes, and contract value.
- Include a project comprehension understanding, setting out the advisor's understanding of the tender, and any proposals and amendments that would enhance the desired outcomes, supported by innovative ideas on how the whole assignment can best achieve its objectives.
- Include a proposed outline work plan with a timetable for delivery.
- Other requirements as set out in this tender.
- **Envelope 1** (Technical envelope) must be delivered as follows:
 - 1 (one) master and;
 - 2 (two) hard copies of the tender, as well as;
 - 1 (one) soft copy on a flash drive.

1.3.2 Envelope 2: The B-BBEE and Price

- Marked with the name of the tenderer.
- Titled "B-BBEE and Price proposal" with tender reference and marked **Advisory Services to Develop a Feasibility Study and Procurement to Financial Close for the Development of The PWV 15 Freeway**
- A covering letter signed by the authorised representative of the tender lead party, who accepts the rules of the tender evaluation and criteria of tenders set out in these tender documents.
- **Envelope 2** (B-BBEE and Price proposal envelope) must be delivered as follows:
 - 1 (one) master and;
 - 2 (two) hard copies of the tender, as well as;
 - 1 (one) soft copy on a flash drive.

1.3.2.1 B-BBEE Proposal

The envelope must contain the following:

- Names and B-BBEE status of all proposed firms.
- Proof of an original or certified copy of a valid B-BBEE Status Level Verification Certificate must be submitted in order to qualify for preference points for B-BBEE.
- Tenderers must submit verification certificates that are only from a South African National Accreditation System (**SANAS**) accredited agency.
- Tenderers that qualify as EME's (level 1, 2 and 4) and QSE's (level 1 and 2) must submit an original or certified copy of a valid Sworn Affidavit signed by the EME or QSE representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- Templates of the EME/QSE Sworn Affidavits may be downloaded from the Department of Trade and Industry (**DTI**) or obtained through the Companies and Intellectual Property Commission (**CIPC**) website.
- A trust, consortium, or joint venture must obtain and submit an original or certified copy of a valid consolidated B-BBEE Status Level Verification Certificate from a SANAS accredited B-BBEE Verification agency.
- Non- submission of the required certificates will result in the bidder forfeiting the points allocated for B-BBEE.
- All certifications as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 2nd July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.
- The B-BBEE certificates are identifiable by a SANAS logo and a unique BVA number:
 - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing verification agency to the list of all SANAS accredited agencies.
 - The relevant BVA may be contracted to confirm whether such a certificate is valid.
 - As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - ✓ The name and physical location of the measured entity;
 - ✓ The registration number and where applicable, the VAT number of the measured entity;
 - ✓ The date of issue and date of expiry;
 - ✓ The certificate number for identification and reference;
 - ✓ The scorecard that was used (for example QSE, specialised or generic);
 - ✓ The name and/or logo of the verification agency;

- ✓ The SANAS logo;
- ✓ The certificate must be signed by the authorised person from the verification agency and the B-BBEE status level of contribution obtained by the measured entity.

1.3.2.2 Price Proposal

The envelope must contain the following:

- A remuneration proposal of the fixed fee remuneration per deliverable item and total for each part as indicated.
- While VAT will be paid pro- rata for each delivery item in each part of the assignment, it should be indicated as a total sum per part for purposes of this submission.
- Rates and prices are fixed for the tender duration and are not subject to adjustments except as provided for during negotiations. The GIFA may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenders, provided that such negotiations (i) do not allow any preferred tenderer a second or unfair opportunity (ii) is not to be to the detriment of any other tenderer and (iii) does not lead to a higher price than the tender as submitted.
- Suppose the price offered by the tenderer scoring the highest points is not market- related. In that case, the GIFA may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender. If the tenderer does not agree to a market-related price, GIFA may negotiate a price with the tenderer scoring the second- highest points or cancelling the tender. Suppose the tenderer scoring the second-highest points does not agree to a market -related price, in that case, GIFA may negotiate a market- related price with the third tenderer scoring the third- highest price or cancel the tender. If a market-related price cannot be reached or agreed with the technically qualified bidders, GIFA may cancel the tender.
- Out-of-pocket expenses, such as travel and materials, can be payable by the GIFA to reimburse actual overhead costs. However, the tenderer must bid disbursements as part of the total fixed fee. This means that they will have to calculate their anticipated overhead expenditure.²
- Bids must be submitted in South African Rand on a fixed price basis.

².

1.4 BID EVALUATION

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

In compliance with the Preferential Procurement Regulations 2017, the 80/20 principle will apply for bid prices between the threshold of R30 000 (thirty thousand) to R50 000 000 (fifty million). The 80/20 principle will apply for bid prices with a Rand value below R 50 000 000 (fifty million).

In terms of Regulation 6. (1) and 6. (2) of the Preferential Procurement Regulations, 2017 the Price and Preference Points System evaluation is based on 80/20, of which points are awarded to bidders, where 20 Points are allocated for Preference and 80 Points for Price only.

1.4.1 Stages

The evaluation will be done in 3 (three) main stages following adherence to certain requirements.

- Stage 1A: Administrative Compliance.
- Stage 1B: Technical/Functionality evaluation.
- Stage 2: Price and Preference Points System evaluation.

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

Table One: Bid Evaluation

Evaluation element	Weighting
Stage 1A: Administrative Compliance	
Stage 1B: Technical/Functionality evaluation	100 points (with a threshold of 75 points)
Stage 2: Price and Preference Points System evaluation	
➤ B-BBEE	20
➤ Price	80

1.4.1.1 Stage 1A: Administration Compliance

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

1.4.1.1.1 Compulsory/mandatory requirements (eliminating factor)

The following are compulsory requirements for any tender received:

- Tender commitment and declaration of interest must be completed and signed by the tenderer (SBD04).
- Declaration of Bidder's Past Supply Chain Management Practices must be completed and signed by the tenderer (SBD08).
- Certificate of Independent Bid Determination must be completed and signed by the tenderer (SBD09).
- The price schedule (RFP06) shall be completed and signed by the tenderer.
- Tenderer that tenders as a JV/Consortium, a copy of the JV and/or Consortium Agreement signed by all parties must be submitted as part of the tender.

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

1.4.1.1.2 Other required documents (non-eliminating factor)

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

The following information is required

- Proof of registration with the National Treasury Central Supplier Database (CSD)/(MAAA number).
- Where applicable, proof of company registration from the Companies and Intellectual Property Commission (CIPC) or other organisation registration authority must be submitted in the form of certified copies of registration documents.
- Proof of valid TAX Compliance Status (TCS) PIN from South African Revenue Services (SARS) must be submitted by all South African firms submitting for the lead advisory firm and all South African firms to be subcontracted to it for this assignment, or all firms participating in a joint venture, subcontractors each must provide separate proof of its valid TAX Compliance Status (TCS) PIN with their tender proposal.
- Audited and signed off financial statements issued for the last three (3) years.

1.4.1.2 Stage 1B: Technical/Functionality Evaluation

The technical evaluation will be evaluated according to the criteria thresholds set out in Annexure "B" below. The evaluation criteria below set out (i) the evaluation criteria for measuring functionality (ii) points for each criterion and sub-criteria (iii) the minimum criteria for measuring functionality (iv) reference where category information may be found in the tender. Points scored for functionality will be rounded off to the nearest 2 (two) decimal places. A minimum threshold of 75 points will be set for technical before the tender will be eligible for evaluation on B-BBEE and price.

1.4.1.2.1 Technical Score Card

Please refer to Annexure B

1.4.1.3 Stage 2: Price and Preference Points System evaluation

Under the Price and Preference Points System evaluation, the tenderers shall be evaluated based on B-BBEE and Price. The B-BBEE assessment shall be done by identifying the level of contributor according to points as set out in the table below.

1.4.1.3.1 B-BBEE Evaluation

The B-BBEE evaluation will be done by identifying the level of the contributor and shall subsequently allocate points accordingly and as set out in this table. This was done in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017. Preference will be verified by the vendor development in the GIFA as set out in Table 2 below:

Table 2: B-BBEE Evaluation

Commercial (Quantitative)	B-BBEE		
	Level of Contributor	Number of Points	Description
	1	20	In accordance with the Preferential Policy Framework Act, 2000 Preferential Procurement Regulations, 2017.
	2	18	
	3	14	
	4	12	
	5	8	
	6	6	
	7	4	
	8	2	
	Non-Compliant Contributor	0	

1.4.1.3.2 Price evaluation:

Each tenderer will be evaluated against its price proposal.

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

All prices shall be quoted in South African currency.

1.4.1.3.2 Risk evaluation

Subsequent to the PPR, 2017 process, tenderers who passes the Price and B-BBEE element shall also be subjected to financial risk evaluation and verified for blacklisting. In addition, a spend analysis will also be done indicating the spend amount over the last 3 (three) financial years.

1.5 INTEGRITY AND PROFESSIONAL STANDARD

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

1.6. RELATIONSHIP MANAGEMENT

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

2. INTRODUCTION

The GIFA has been requested by the Gauteng Department of Roads and Transport (GDRT) to assist in the development of feasibility studies and assist in the procurement of the PWV 15 Freeway. The PWV15 is a planned to be a 34,6 km long, dual carriageway (two lanes per direction) north-south freeway, under the custodianship and mandate of the GDRT. The planned road is situated a short distance east of the Oliver Tambo International Airport and will provide a much-needed eastern bypass to the airport precinct. In Particular, national and international freight transport will benefit greatly from the road giving an alternative to the congested Gillooly's Farm area.

The freeway starts at the Pomona interchange on the R21 close to the airport and ends at the N3 in the proximity of Tambo Springs. The Project aims to improve mobility and accessibility that will assist residents to participate meaningfully in economic and social activities. The Project seeks to develop an integrated, sustainable transport infrastructure that promotes accessible, safe, and affordable movement of people, goods, and services within the 3 (three) identified municipalities.

The GIFA thus intends to procure the services of an experienced transaction advisor to assist it through the regulatory phases of the Project's cycles, including the design, development, and associated works. This RFP invites proposals from transaction advisors to advise on and finalise the institutional and regulatory processes and proposals from transaction advisors to advise on and finalise the institutional and regulatory processes and procure the Projects' implementation.

This RFP invites proposals from transaction advisors representing suitable qualified and experienced financial, technical, and legal advisors to assist the GIFA in: Part 1: Undertaking a comprehensive feasibility study for the project assignment; Part 2: If required afterward, provide advisory services for the appropriate procurement of the Project.

The scope of the work is divided into these 2 (two) parts, the transaction advisor needs to submit a single bid in the format prescribed in this tender. (Reference to "the transaction advisor" includes the entire advisory team, or relevant members under the management of a single lead advisor who shall contract with GIFA)

3. BACKGROUND

3.1 Mandate

The GDRT mandate is to provide an integrated transport system that is reliable, accessible, safe, and affordable and has a broad range of socio-economic impacts. The GDRT also contributes to the provincial outcome of modernising public transport and providing an environmentally sustainable road infrastructure that is inclusive of increased accessibility and efficiency, employment creation, and social inclusion of all citizens of the Province.

3.2 Needs

The Project forms part of the future PWV freeway network planned for Gauteng. All freeways in the Province are becoming very congested during the peak hour and are a constraint to the economic development and growth of the Province and the country. While strides have been made, and continue to be made, in terms of improving public transport in the Province, road transport still forms the primary mode of transport, particularly in commuter and freight transport. The PWV 15 freeway forms a southeasterly continuation of the R21 in order to connect it to the N3 and to assist in routing freight traffic through the eastern industrial fringe of the Province. It also runs past the OR Tambo International Airport, representing a centroid of the freight hub surrounding the airport. Therefore, the development of this freeway is not so much a commuter freeway as a freight route to allow freight traffic to bypass the existing busier routes and serve the rapidly growing industrial and freight distribution hub around the airport.

The R21 to the north of the PWV 15 and the N3 south of the PWV 15 are not as congested as the central portions of the freeway network. Thus, while the development of the PWV 15 will take up some of the spare capacity on these two roads, it will also help to alleviate congestion on the more congested portions of the network (N1, N3 R24, and N12). At the same time, it will contribute to the development around the airport and provide for a much more efficient movement of goods from north to south through Gauteng and for goods originating or destined for Gauteng. This way it presents an opportunity to better utilise existing capacity on the road network while also encouraging development.

Over time, the increased overall traffic volumes will result in a bottleneck along the N1 through the eastern parts of Pretoria, and additional roads will need to be built to alleviate this, all in line with the planned Strategic Road Network for the Province. While peak hour commuter congestion, as well as freight traffic, will require additional roads within some of the major corridors in the Province, the PWV 15 has precedence in the Provincial Government's priorities given its developmental nature in eastern Gauteng and the high levels of congestion on the existing N12/R24 freeways including the Gillooly's and

Geldenhuys system interchanges. In this context, this planning update was instituted so that the Project can be advanced on the Province's Road Development Programme.

3.3 Aim and Objectives

The objective for this Project is to determine through a feasibility study the viability and bankability of implementing the PWV 15 Freeway by affording the private sector the opportunity to design, build, finance, operate, and maintain the Project over a period.

3.4 Background documentation and preparatory work

In order to successfully deliver on this assignment, the tenderer will have to become familiar with all background documentation and preparatory work conducted to date for this Project. ³The GDRT has commissioned and completed a feasibility study on the 31st of March 2017. The feasibility study focuses extensively on the technical assessment. The proposed delivery mechanism in the feasibility study is a conventional public sector procurement model and ownership. GDRT requested the GIFA to assist with preliminary commercial and fiscal affordability assessment which included investigation of various delivery options. ⁴

The list, as reflected in Annexure C, is indicative of the available technical studies and documents the successful tenderer should familiarise itself with.

3.5 Necessary Tenderer skills and experience

The tenderer will comprise a single entity consisting of a team of members. The team members will have the skills, expertise, and experience necessary to undertake the execution of this RFP. The tenderer must be sufficiently competent to cost-effectively develop and execute the work required to achieve the objectives of the RFP. Everyone on the team must be personally available to do the work as and when needed. The tenderer will be held accountable in terms of the tenderer's contract for ensuring project deliverables and the team members' professional conduct and integrity. The tenderer does all the detailed financial, technical, B-BBEE, institutional, legal, and other required work to execute the Project assignment.

The tenderer must, amongst others, bring the following to the Project assignment:

- Experience in similar projects and programmes.
- Access to and the application of national and international best practices.
- Technical strength to the Institution and team.
- Enhancement of investor, stakeholder, and role player and participant's confidence.
- An opportunity for skills development among government officials.
- A single point of accountability for completing the job successfully and on time.

³ Must collate all non-confidential project information that will be useful to potential transaction advisors in preparing and costing their tenders (Ref: Module 3 p19 (Background and supporting documentation))

⁴ Must collate all non-confidential project information that will be useful to potential transaction advisors in preparing and costing their tenders (Ref: Module 3 p19 (Background and supporting documentation))

The successful tenderer will consist of a core team of people with leadership and management skills, entrepreneurial in nature, excellent in business development, able to serve as a mentor, educator, negotiator, adjudicator, and custodian. The tenderer is to be service orientated and represents a fair and equitable business collaborator driven by developmental principles.

The list below outlines the proven skills and experience required from the tenderer to execute the RFP.

- Transaction advisory experience;
- Relevant experience in developmental projects like this Project assignment;
- Contract and Commercial law;
- Competition law;
- Contract negotiations, deal-making, and management;
- Administrative, company, tax, and public law;
- Labour law;
- Environmental law;
- Insurance law;
- Institutional Structuring;
- Relevant financial law including project finance;
- Insight into Inland Port-development feasibility studies, planning, implementation, and management;
- Market research – development of market strategies and plans;
- Development of Inland Port business operational plans;
- Economic, econometric, and macro-economic analysis and modeling skills;
- Economic and socio-economic analysis;
- Development and environmental plans, impact assessments, licensing, and authorisations;
- Port-business management;
- Procurement management and structuring;
- Facilities and operational management;
- Financial and risk management;
- Project and risk management;
- B-BBEE expertise;
- Sector social facilitation and development;
- Experience in conducting credible social and economic impact studies;
- Stakeholder, role-player engagement, and management;
- Occupational Health and Safety;
- All technical disciplines relevant to a particular project sector including civil, electrical, chemical and/or, mechanical engineering, information management, and technology systems;
- Local content.

3.6 Management of the bidding entity

An experienced project manager must manage the team with relevant qualifications and sector knowledge. The project manager should co-ordinate the activities with various team members. GIFA will appoint the tenderer. Through the appointed Project Officer, the institution's accounting officer will

oversee the tenderer's work directly. GIFA has appointed a project manager to take full responsibility for managing the service providers work and will be supported by a project team appointed by GIFA for ensuring delivery on the Project. The Project Officer will establish a Project Steering Committee to engage regularly with the service provider to complete the various delivery items. The Project Steering Committee will meet at least monthly, and the tenderer will report progress at these meetings as instructed to the team.

3.7 Reporting

In addition to the above, meetings will be scheduled to coincide with the key deliverables of the tenderer in the delivery of the Project assignment. The Project Officer will confirm that the service provider has satisfactorily completed each deliverable before invoices can be submitted for payments or remuneration to be approved.

Within 2 (two) months from the commencement date, the service provider will submit an Inception Report giving a detailed work plan and assignments for everyone in the team. This item shall not be remunerated but will be used to guide the timelines and deliverables as expected from the appointed service provider. The service provider will submit Interim progress reports as may be agreed to describe the progress of work and further planned actions, an updated work schedule, and any key constraints encountered by the service provider in the performance of the activities. Reports submitted by the service provider will be approved within such a period as agreed with the GIFA, in any case not later than 4 (four) weeks, to ensure no delay or disruption to the contracted activities. Reports will be submitted in respect of key deliverables for decision making and approval.

3.8 Conflict of Interest

No person directly/ indirectly involved in preparing this Terms of Reference is to participate in the rendition of services as a member of the bidding entity

3.9 Duration of appointment

The deliverables set out under this RFP are expected to occur within 12 (twelve) months from the signed Agreement between GIFA and the transaction advisor. In addition, the transaction advisor is required to provide a project plan with timeframes as an annexure to their proposal. Details of these milestones, mandatory deliverables, and schedule must be agreed upon with the successful tenderer by signing a contract.

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

4. SCOPE OF WORK

The appointed transaction advisor must achieve the phases and deliverables set out in this RFP. The transaction advisor must scope all the deliverables required to reach the required milestones correctly. Should additional deliverables be identified, not mentioned in this RFP to reach the required deliverables and outcome of this Project assignment; such will not be regarded as additional to the Project scope and no scope variation or additional fees will be supported by GIFA.

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

4.1 Part 1: Feasibility Study

The feasibility study is undertaken to help the Institution determine whether the proposed Project is financially, legally, and technically feasible for the Institution. Further, it will consider whether conventional public sector or PPP procurement is the best choice for the proposed Project. At no point should a particular procurement choice be favoured above any other procurement methods without being tested and justified in the study process. The feasibility study should be done to a very detailed level to establish a sound base for the potential recommendation for the procurement choice that can be defended against public opinion, auditors, and other parties. This allows for a strong evidence base of project data substantiated with a clear audit trail for decision-makers to check assumptions, evidence, and calculations leading to the recommendations.

4.2 Part 2: Procurement

Based on the feasibility study, the transaction advisor will be required to provide the necessary technical, legal and financial advisory support for the procurement of the private party and to assist the Institution in obtaining the required approval from the relevant treasury for the project implementation.

4.3 Feasibility Study Deliverables

The transaction advisor will be required to produce a comprehensive and high-quality feasibility study for the Project using the appropriate methodologies and approach. The feasibility study deliverables are conducted in cognisance of *the National Treasury PPP Manual*, please refer to www.treasury.gov.za website or PPP Unit Manual for further guidelines.

The feasibility study must include the following:

4.3.1 Stage 1: Market Assessment and Needs Analysis

4.3.1.1 Market Assessment

The transaction advisor needs to perform a market-sounding exercise to explore the market and the sector players pertinent to the project implementation. The transaction advisor should ensure that the feasibility study captures the potential investor's perspectives of the Project. In addition, the team needs to understand the private sector's value drivers and the main financial and operational constraints companies might face during the provision of infrastructure and services. The transaction advisor is therefore expected to conduct a market-sounding exercise through either meetings with individual

companies, general/industry meetings or written communication. The market assessment should incorporate appropriate industry benchmarks, highlight best local and international practices applicable to this Project, and specifically assess the implementation of relevant projects in South Africa from both a private and public sector perspective.

The transaction advisor needs to perform a market analysis to determine whether the Project is commercially viable and to consider the aspects of supply, demand, substitutes, pricing, and bankability of the Project.

4.3.1.2 Needs Analysis

The needs analysis defines the proposed Project, preparing the way for the solution options analysis, which explores the range of possible solutions to meet the identified needs. The transaction advisor shall perform the needs analysis on the Project, incorporating the information obtained from the Institution during the inception phase and including any research material conducted by the Institution for the feasibility study. After the completion of this stage the Project Steering Committee will decide to proceed after a thorough appraisal of the outcomes of the Needs Analysis.

The Needs analysis is to demonstrate the following:

- Part 1: Define the scope of the Project and how objectives will address the Institution's strategic objectives;
- Part 2: Identify and analyses the available budgets;
- Part 3: Conduct an up-to-date traffic study which is to include:
 - Localised calibration of the existing traffic model. Revised traffic forecasting of previous reports and revenue assessment;
 - Traffic Impact Assessment of the PWV15 and Projected Traffic Demand, compiled in March 2017 must be reviewed to reflect the latest traffic patterns.
 - Special attention is required to cater to public transport facilities and high truck volumes
- Part 4: Conduct a preliminary technical feasibility study with a literature review on existing published reports on the PWV15, which includes:
 - Five volumes of the study on the Implementation of the PWV15;
 - Existing preliminary design reports and route alignment.
- Part 5: Conduct a preliminary financial feasibility study.
 - Using the updated traffic model, and anticipated PWV15 vehicle volumes, and estimated construction costs as well as determining the financial feasibility considering various tolling options.
 - Conduct a Cost Benefit Analysis (CBA) and test if viable solutions have value for money to society in financial and socio – economic terms;

Parts 3 to 5 must be executed to bankable levels of accuracy.
- Part 6: Gate 1 review.
 - GIFA and GDRT to evaluate the outcomes of the above.
 - Pending on the outcome of the above a decision will be made whether to proceed to the next stage, or not.

4.3.2 Stage 2: Technical Feasibility and Assessment ⁵

Preliminary designs have been done for the route, during the period 1981 to 1996 FY's.

The planning reports involved are:

- Report 979 of November 1981 (5 volumes) for the remainder, with 2 (two) addenda;
- Report 1701 of January 1996 dealing with the 6,8 km section;
- Report 1966. PWV15 and the road network at Pomona, June 2006;
- Report on Stage 1: Infrastructure Planning and Preparation for the Implementation of Road PWV15, (Volumes 1 – 5) . Report 2011 INV (March 2017).

4.3.2.1 Project approach and execution philosophy

The service provider will be required to approach and execute this Project as follows:

- Detailed gap analysis on existing Preliminary design and published reports;
- Assess the existing preliminary designs for the PWV15 from the R21 to the N3 and the reports to determine any improvement solutions;
- It is not required to conduct a Design Review on the existing Preliminary Design of the PWV15 as per GDRT Standard Operating Procedures;
- This task is a technical feasibility study based on all existing information, taking reconnaissance of existing conditions and anticipated traffic patterns and volumes;
- Tolling options and possible toll gate positions must be investigated;
- Gate 2 review;
- Project Steering Committee to evaluate the outcomes of the above.
- Pending the outcome of the above, a decision will be made whether to proceed to the next Stage, or not.

4.3.3 Stage 3: Solutions Options Analysis

The solution options analysis sets out the range of possible technical, legal, and financial options for delivering the required service to output specifications, allowing the Institution to weigh up these options and make a choice. ⁶ Therefore, transaction advisors are requested to give significant attention to the solution options analysis to avoid any challenges later in the procurement stage that could have been identified as early as in the options analysis.

The solution options analysis needs to identify the following:

- Part 1: List the range of the most viable solution option(s) for providing the specific outputs as identified for the Project;
- Part 2: Identify the advantages and disadvantages, risks, benefits, and potential impact of each solution option. To achieve the outcome of Part 2 the analysis must:
 - Identify alignment between each solution option and the Institutions strategic plan;
 - Provide a preliminary view of financial impacts of each option; ⁷

⁵ The inclusion of a technical assessment will depend on the technical complexity of the project type and is not compulsory for every project assessment.

⁶ After the preferred option has been identified, the value for money stage will explore the 2 procurement options;

⁷ Estimate initial operational and capital cost that will form a basis for the value for money report.

- Indication of funding and affordability and payment mechanism;
- A high-level cost-benefit analysis for each option must be examined against the respective Institutions budget and other funding models that could be explored ⁸ and also measuring the relationship between the value of resources used by the Project and the value of resources produced by the Project;
- Present a preliminary discussion about the risk to the government in relation to each option;
⁹
- Provide preliminary view on the impact of each option on B-BBEE targets set out in the needs analysis and other socio-economic aspects on which the Institution may need to deliver;
- Discuss the service delivery arrangement for each option and analyse and the implications of each option;
- Possible technology services should be satisfactorily estimated, as well as assess the extent to which the introduction of advanced technologies may stimulate greater economic productivity would be introduced as a result of the Project;
- Physical site issues must be identified around the procurement of land;
- Test whether a particular option comply with relevant legislation and regulations; ¹⁰
- Establish the numbers and cost of existing institutional staff affected and prepare an estimate of the number of temporary and permanent new job opportunities and sustained employment. This will include a lifecycle analysis of employment creation throughout the value chain that will support SMME development;
- Identify qualitative benefits associated with a particular option. The transaction advisor needs to understand the private sector value drivers and the main financial and operational constraints companies might face in the delivery of this Project;
- Not all solution options are ideal for PPP's, and hence it is important to consider the various option's potential to deliver value for money as a PPP taking into consideration:
 - The indicative net present cost of probable cash flows should be large enough to allow both public and private parties to achieve value for money;
 - Outputs must be clear and measurable around which a payment mechanism can be structured;
 - Identify where opportunities or risks to the private party are limited, and the potential for a PPP to deliver value for money compared with a conventional procurement choice is reduced;
 - The Project must be commercially viable, and there must be a level of market interest as per market assessment;
 - Examine other spin-off effects and development benefits derived from the Project such

⁸ Where government contribution is anticipated – must be agreed to by the relevant treasury- otherwise this will result in a delay later (Ref Module 4 p 10 point 3). Treasury Regulation 16 is not prescriptive about the funding structure of a PPP and it is assumed that these will vary widely from project to project and sector to sector and will be closely linked to the funding sources that can be secured for each deal. The transaction advisor will examine methods in which GPL can execute a potential investment;

⁹ Risk is addressed in detail in the value for money assessment – must focus on risks that may be passed efficiently to a private party (Ref Module 4 p10 point 4).

¹⁰ Legal issues will be dealt with comprehensively in the legal due diligence in Stage 3 (Ref Module 4 p 12 para 10).

as reduced air pollution, improved safety, and energy efficiency attributable to the installation of the Project;

- Should ensure that the appropriate technical requirements are designed and selected to have a feasible and bankable Project.
- Part 3: Choose the best solution option through a matrix approach weighing up the evaluation of each option.¹¹ Once the preferred solution option is determined, the transaction advisor will evaluate and recommend a preferred service delivery option and indicate a preferred procurement option.

4.3.4 Stage 4: Project Due Diligence

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

The due diligence stage needs to identify the following:

- Part 1: Legal and Regulatory Analysis - experience shows that any legal issues not resolved during the feasibility study phase can create significant delays in the negotiations phase and in some cases have significant impediments to conclude on Project closure. Although a preliminary legal analysis was done in the options analysis, a comprehensive legal due diligence must now be done to ensure that all foreseeable legal requirements are met for the development of the Project;¹²
- Part 2: Technical and Technology issues – assess technical and technology solutions that may impact the Project's affordability, value for money, and regulatory requirements permissibility, the including environmental and social acceptance;
- Part 3: Site enablement issues – uncover any problems that may impact the Project's affordability, value for money, or that will cause regulatory delays related to the securing of a site, including environmental legal and heritage provisions;
- Part 4: B-BBEE and socio-economic issues – identify any factors that may constrain the achievement of the Project's intended B-BBEE outputs;
- Part 5: Stakeholder analysis – the transaction advisor shall identify and conduct an overview of the participating organisations involved in the Project, including participating public and private sectors and labour;
- Part 6: Funding analysis - shall also formulate focus on participating organisations that are relevant for funding of the Project and provide possible funding structures that can be explored for the Project;
- Part 7: Technical analysis – shall formulate focus on any technical aspects that may have an impact on Project's deliver.

¹¹ If the preferred option is likely to be procured as a PPP it will be confirmed in the value for money assessment, if not, it may be necessary to revisit the options analysis, discuss with relevant Treasury and consider traditional conventional public procurement (Ref Module 4 p13).

¹² Early legal certainty directly affects project costing and reduces PPP bidding costs (Ref: Module 4 p 14).

4.3.5 Stage 5: Value Assessment

To determine which procurement choice is best for a project, a comparative assessment has to be made between delivering the same service to the identical output, as conventional public sector and as a PPP procurement option. A risk-adjusted Public Sector Comparator (PSC) and PPP reference model must therefore be constructed for the chosen solution option. These provide the costings of each procurement option in the form of a discounted cash-flow model adjusted for risk. The output specifications defined in the previous deliverables serve as the basis for the PSC and PPP reference models. The transaction advisor shall conduct a value for money assessment which must include detailed financial models that explain various assumptions used in the development of the model. The cost estimates shall be based on the outcome of the previous deliverables, based on historical data and quotations received from suppliers and similar projects and international suppliers where practical.

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

The feasibility study consists of the following parts:

- Part 1: Construct the PSC model:
 - Provide a technical definition of the Project;
 - Engage in discussion on costs (direct and indirect) and assumptions made on cost estimates;
 - Assumptions made on revenue estimates (as well as value offered to off-takers and the effect it would have on the revenue stream if applicable to the Project) as well as the value offered to off-takers and the impact it would have on the revenue stream if relevant to the Project;
 - Discussion on all model assumptions made in the construction of the model, including - inflation rate, discount rate, depreciation, budgets, and Medium-Term Expenditure Framework (MTEF);
 - Indication of B-BBEE targets;
 - Incorporate full project life cycle costing, maintenance, and operating costs;
 - Summary of results from the base PSC model: NPV.
- Part 2: Construct the risk-adjusted PSC model ¹³
 - Identify risks using similar project information and specialist advisors;
 - Assess and quantify the impact of each risk;
 - Estimate the likelihood of each risk occurring;
 - Estimate the cost of each risk; ¹⁴
 - Identify strategies for mitigating risks;

¹³ The risk-adjusted PSC model is the base PSC model plus a costing for all the risks associated with undertaking the project. Government does not usually cost these risks – but need to do so in order to understand full cost for Government (Ref: Module 4 p23)

¹⁴ National Treasury advocates costing risk as a separate cash-flow item and not adjusting the discount rate to indicate the level of risk for the project. Cash flow promotes a focus on costs for each risk and understanding how they can be transferred and can also account for time implication.

- Construct the risk matrix and sensitivity analysis and track risk allocation by drafting an agreement, bidding process, negotiations, and financial closure. List those risks that are to be retained or transferred and which will have to be costed in the PPP reference model;
 - Conduct a quantitative risk analysis;
 - Construct the risk-adjusted PSC model;
 - As a preliminary assessment of the Project's affordability, compare the risk-adjusted PSC model with the Institutions budget for the Project as estimated during the solutions options analysis.
- Part 3: Construct the PPP reference model ¹⁵
- Confirm the type of PPP;
 - Describe the proposed PPP project structure and sources of funding, closely link to the project type and its possible participant, including aspects of whether the Project is most suitable for corporate finance funding and likelihood of raising debt and equity as well as to test market appetite and specific project risks.
 - Develop the core components of the payment mechanism;
 - Incorporate full project life cycle costing, maintenance, and operating costs;
 - Set and cost B-BBEE targets by proposing a B-BBEE PPP balanced scorecard for the Project;
 - Calculate and consolidate all costs; ¹⁶
 - Construct the PPP reference model and explain all assumptions and indicators.¹⁷
- Part 4: Construct the risk-adjusted PPP reference model;¹⁸
- Part 5: Use the summary of risk matrix conducted during PSC, that sets out retained, transferable risk, mitigation, and cost of mitigated risk;
- Part 6: Conduct a sensitivity analysis. ¹⁹
- Part 7: The budget for the Project has been identified at various stages. A In this stage, it must be scrutinised in detail and re-confirmed to demonstrate affordability. ²⁰
- Part 8: Initial value for money test.
- Establish the initial indication of value for money as a net benefit to the Institution, defined in terms of cost, price, quality, quantities or risk transfer or a combination thereof by comparing conventional procurement with a PPP reference model;²¹

¹⁵ The PPP reference model is a hypothetical private party bid to deliver the specified outputs.

¹⁶ Categories of cost covered in the PPP reference model must be the same as in the PSC model – difference from PPP reference model is that it also takes in account innovative design, construction and operational efficiencies that may realistically be expected of the private sector, cost of capital, residual value of assets and B-BBEE target element.

¹⁷ The PPP reference model must rely on the same assumptions as the PSC, including inflation and discount rates, which are particularly important for allowing proper comparison.

¹⁸ While risk categories between PSC and PPP reference is the same they are dealt with differently as in the PSC risk are valued by assessing their cost and values added to PSC, while at the PPP reference risk is only incorporated into the costing of the project (specific add-on cost (Ref: Module 4 p 33)).

¹⁹ Sensitivity analysis determines the resilience of the base PSC model and the base PPP ref model to change the assumptions which the model has been based on (Ref Module 5 p 33).

²⁰ If affordability cannot be demonstrated, the Institution will be obliged rather to re-examine and modify the output specification within the affordability constraint or abandon the project.

²¹ Value for money test is only conducted during procurement phase as one of the requirements for TAIIB when private party bids are submitted (Ref: Module 4 p 36).

- Conduct an analysis and estimate of the Project's Net Present Value (**NPV**), Internal Rate of Return (**IRR**), Weighted Average Cost of Capital (**WACC**) which shall be computed on an after-tax-basis in real terms using constant prices. Convert the cost estimates and financial projections from nominal to real terms by removing the projected effects of foreign and domestic inflation and currency fluctuations;
 - Assess B-BBEE value for money;
 - Shall prepare an income and cash flow statement.
- Part 9: Make the procurement choice.
- Part10: Verify the information used in the feasibility study, draw up a legal compliance checklist, and sign off the feasibility study.

4.3.6 Stage 6: Economic and Socio-economic Impact Analysis

To conduct a socio- economic impact assessment using a social accounting matrix, indicating impact on local communities, indicate employment indicators, and empowerment of disadvantaged groups. Focus on skills transfer and talent development, contribution to the local economy, support for local manufacturing and industrialisation as well as transformation of spatial space. The transaction advisor shall conduct the calculation of the estimated Gross Domestic Production (**GDP**) as well as an economic Internal Rate of Return (**IRR**) based on non-incremental and incremental economic benefits and economic costs (including economic capital, operation, and maintenance costs), in constant economic prices, adjusting if necessary. The economic evaluation shall include an economic evaluation of the environmental aspects.

Within the economic analysis, the transaction advisor shall undertake a sensitivity analysis to assess the effects of adverse changes in key assumptions that underline the economic analysis including but not limited to Project costs, energy quantities, and implementation delay. The results will be expressed as a sensitivity indicator and a switching value. If the Project is sensitive to the value of a key variable, the transaction advisor shall recommend measures to minimise the risk. The transaction advisor shall conduct quantitative risk analysis following accepted standards for integrating risk analysis, and developmental impacts related to project implementation. In addition, the transaction advisor shall focus on key factors such as infrastructure, human capacity building, technology transfer/productivity improvement, and market-oriented reform, which are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects.

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

- Use economics and non-economic measures as a tool, model, or methodology to analyse the socio-economic impact of the identified Project;
- Use the data from completed feasibility studies as the key source of information;
- Utilise desktop research to extract data from several different sources; for example, spend analysis

of GPG departments, StatsSA, GDP statistical release, etc.

- Apply research to obtain more or outstanding information on the impact of the identified Project.

The studies must address the indicators listed below:

- Contribution of the Project to the local economy
- Contribution to economic growth;
- Contribution to employment creation;
- Contribution to poverty alleviation;
- Economic transformation;
- Support for local manufacturing and industrialisation;
- Transforming spatial land-space;
- Socio-economic empowerment of vulnerable groups and skills transfer;

4.3.7 Stage 7: Stakeholder Engagement Analysis with Project Structuring

The transaction advisor shall perform an in depth analysis of each of the participating organisation's involvements in the Project, including the public and private sectors, and organised labour as part of the stakeholder engagement analysis and project structuring exercise. The transaction advisor shall formulate an appropriate project structure based on the participating organisations and institutions relevant to this Project inclusive of regulatory requirements, funding, and operating model.

4.3.8 Stage 8: Procurement and Project Implementation Plan

4.3.8.1 Procurement Plan

A procurement plan demonstrates that the Institution has the necessary capacity and budget to undertake the project's procurement and sets out timelines, processes, and strategies. The project officer must update the procurement plan throughout the procurement phase.²²

4.3.8.2 Project Implementation Plan

The transaction advisor shall develop a project implementation plan, which shall clearly outline the anticipated next steps needed to successfully implement the Project. The plan shall include detailed steps (and phasing in areas of financing), facilities management, construction, civil works, equipment, furniture, procurement, and synchronisation, where applicable. In addition, the transaction advisor, shall develop a tentative schedule in which milestones could be ideally achieved.

4.3.9 Stage 9: Feasibility Study Report and Presentation

The feasibility study, comprising all the above deliverables, must be compiled in a single report in Word format (with relevant annexures) and delivered as electronic and hard copy documents. All financial models must be in excel format and must set out all assumptions, sensitivity analysis, and all model outputs. financial models must also be sufficiently adaptable for use by others at later stages. The feasibility study must be presented with a thorough executive summary and accompanied by a PowerPoint presentation that encapsulates all the key features of the study. The executive summary and

²² Reference (Ref: Module 4 p 41).

PowerPoint presentation must be compiled in such a manner that they can be used by the Institution's management for decision-making purposes. The transaction advisor must also present the feasibility study and findings to the Institution's management. The GIFA will be the owner of all the documents and financial models.

4.3.10 Stage 10: Submission requirements for the Feasibility Study Report and request for TAI

If the Institution decides to pursue a PPP solution for the Project, the feasibility study must be of a standard accepted by National Treasury for the Institution in obtaining TAI in terms of Treasury Regulation 16 to the PFMA. Therefore, the transaction advisor is advised to be fully familiar with the requirement of *Module 4: PPP Feasibility Study of National Treasury's PPP Manual*.

4.3.11 Annexures to be attached to feasibility study report

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

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

Annexure 3: PSC & risk-adjusted PSC model;

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

Annexure 5: Risk assessment and comprehensive risk matrix;

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

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

4.4. Procurement Deliverables

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

The transaction advisor will have to deliver on the following stages:

4.4.1 Stage 1: Compilation of reports from the Feasibility Study

- Part 1: Prepare a project statement that restates the project objectives and scope in terms of business outcomes supported by project outputs. This statement should be the introduction in every procurement document.
- Part 2: Prepare an affordability statement, setting the limits stated in the feasibility study looking at the existing budgets, project specifications and risks to be transferred in the PPP;

- Manage any mismatch between the specification costing in the feasibility study and procurement documents and, if needed, amend and request for a revised TAI;
- Manage qualifications made by the private parties to the risk profile, which could have a direct impact on the affordability of the PPP and justify in the application for TAI;
- Part 3: Confirm value for money drivers and allow the private party to determine and justify value for money in their proposal and encourage private sector innovation through competition.
- Part 4: Select a procurement team with the necessary communication and analytical skills.
- Part 5: Confirming and stressing the link between the affordability and specifications, which must form the basis of the RFP.
- Part 6: Procure the type of project with particular types of participants and strike a balance in the RFP between communicating a view of the project and bidders proposing their own structures.
- Part 7: Identify all third parties before procurement.
- Part 8: Set out payment mechanism;
- Part 9: Confirm that due diligence has been successfully completed;
- Part 10: Ensure risk tracking throughout the process.

4.4.2 Stage 2: Prepare Request For Qualification

- Part 1: Prepare the Request for Qualification (**RFQ**) document – which must enable tenderers to present appropriate information about themselves and their capability to deliver on the Project;
 - Prepare all the necessary RFQ documentation, including advertising material and set up and administer the tender process by which the Institution can pre-qualify the parties;
 - Establish a tender process to select a minimum limited number of bidding consortia that is technically, financially, B-BBEE sound and experienced to execute the Project and also ascertain the likely reasons for little interest;
 - Bid bond should be required from tenderers as a condition of their pre-qualification before the Request for Proposal (**RFP**) is issued ²³;
- Part 2: Obtain Treasury Approval II A (**TAIIA**) before issuing the RFQ.
- Part 3: Advertise and distribute the RFQ and consider an open Briefing Session to introduce Project and stimulate private sector interest.
- Part 4: Design tender evaluation criteria and evaluate the responses from tenderers.
- Part 5: Communicate with tenderers on the status of success.
 - Call pre-qualified tenderers to a bidders conference, communicate RFP processes and timelines in line with the procurement plan, and decide whether a 2 (two) stage tender process will be followed. ²⁴

²³ A bid bond is usually entertained under the RFQ phase – but can also be requested during the RFP stage – optional.

²⁴ The 2 stage process refer to a process where inputs from potential tenderers will be considered and input absorbed in the RFP.

4.4.3 Stage 3: Prepare RFP Phase

The transaction advisor must set up a bid specifications system to draft the bid criteria as well as set up a bid evaluation system and criteria to design a suitable bid process that will ensure comparable bids, devise effective systems for communication with bidders, inspire market confidence and incorporate all B-BBEE requirements of the Project. The transaction advisor must design an appropriate procurement system that may allow for variant bids and, if appropriate, design, lead and conduct a process to engage in a market- sounding exercise. Market responses will be tested in detail, and the outcome of responses can be incorporated into the RFP.

- Part 1: Bidder participation in preparing the final RFP.
 - Call pre-qualified bidders to a bidders conference, and communicate RFP processes and timelines in line with the procurement plan, and decide whether a 2 (two) stage RFP process will be followed.
- Part 2: Prepare a draft RFP and PPP Agreement, if applicable.
- Part 3: Set up Bidders Conference and clarification meetings and obtain feedback from bidders.
- Part 4: Draft the final RFP document.
- Part 5: Obtain Treasury Approval IIA for issuing the RFP and PPP Agreement.
- Part 6: Establish Briefing Session.
- Part 7: Tenderers should require Bid bonds as a condition for their RFP²⁵.

4.4.4 Stage 4: Choose the Preferred Bidder

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

- Part 1: Evaluate the bids
 - Check for completeness and compliance;
 - Set up technical evaluation teams to evaluate, technical, B-BBEE, and price components of the tenders received;
 - Establish the evaluation co-ordination committee to co-ordinate the technical evaluation team;
 - Establish a project evaluation committee;
 - Allow for a process of clarification during evaluation;
 - Conduct a process to set up the evaluation of all variant tenders after the compliant tenders have been evaluated;
 - Choose the preferred and reserve bidder;

²⁵ A bid bond is usually asked during the RFQ phase to serve as a qualification criterion but may also be applied during RFP – optional and should be clearly indicated in TOR.

- Consider a BAFO process and design the procurement process if required and obtain this as part of TAlIA for the BAFO process.

Note: A Best and Final Offer (BAFO) process may be required. When costing this phase of work, the transaction advisor must allow for the possibility of administering the BAFO processes. If there is no BAFO process, the transaction advisor's remuneration will be adjusted accordingly as priced in their tender proposal.

4.4.5 Stage 5: The Value for Money Report

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

- Part 1: Draft the Value for Money report
- Part 2: Obtain approval that the preferred tenderer provides the best value for money and that the tender is affordable;
- Part 3: Obtain Treasury Approval: IIB (TA: IIB).

4.4.6 Stage 6: PPP Agreement Negotiation and PPP Agreement Management Plan

The transaction advisor must assist the Institution in final negotiations with the preferred tenderer. This will involve preparing suitable negotiation terms, categorising issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching an agreement. 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.

- Part 1: Outline objectives of the negotiations, establish a negotiation team and strategise;
 - Establish initial contact meeting and inform tenderers of Institutions approach;
 - Begin with negotiations by clarify each parties roles and responsibilities;
 - Manage negotiations process and tracking of documentation;
 - Generate options for settlement;
 - Manage final bargaining process;
 - Formal settlement and establish schedule for signing PPP agreement.

4.4.7 Stage 7: Obtain TAlII

The final terms of the Agreement, each as negotiated with the preferred tenderer, must be submitted by the Institution, along with the PPP agreement management plan for the Project, for Treasury Approval: III (TA: III) . The transaction advisor must ensure that a comprehensive legal due diligence of the accounting officer/authority has been completed. This will relate to legal compliance, competence, and capacity to enter into the PPP agreement (See Treasury Regulation 16.6.1(c)).

- Part 1: Prepare the PPP agreement and management plan;
- Part 2: Complete the legal due diligence;
- Part 3: Compile and submit the TA III report.

4.4.8 Stage 8: PPP Agreement Signature, Financial Close, Close-Out Report and Case Study

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

- Part 1: Sign PPP Agreement;
- Part 2: Reach financial Close;
- Part 3: Prepare a close-out-report for complete records of the Institution;
- Part 4: Prepare a case study that will become available to the public.

5. REMUNERATION

5.1 Remuneration and disbursement arrangements

All disbursement, fees and remuneration must be included in the price proposal. The Tenderers are required to indicate how the tender amount will be made up and structured. The GIFA will require a copy of all subcontracting arrangements that may serve as an Addenda to the main contractual Agreement to be signed between the parties.

The remuneration of the Tenderer will be payable in South African Rand on a fixed lump sum basis or each deliverable (i.e, the total cost of the assignment including fees and reimbursable expenses shall be fixed) for the first 24 (twenty-four) months payable on completion and approval of specific deliverables specified by the GIFA up to stage 3 (three). The subsequent remuneration structure for stage 4 (four) onwards for program office management and project implementation may be based on a structured fee comprising of different elements and may inter alia include:

- Fees paid by Gauteng Provincial Government may take the following form:
 - Once off set-up fee to bring first production unit into production;
 - An annual set-up fee per new production unit brought into production;
 - Annual training fee to train a new intake of developmental producers;
 - An annual fee to subsidise the annual shortfall in PWV 15 Project cost reduction over time
- Fees provided by the Program participant:
 - Commission and discount-based fee on savings generated based to economies of scale on PWV 15 Project purchases that leave the producer with a net benefit;
 - A fixed monthly management fee;
 - A percentage fee on participating developmental and commercial producer production annual revenue;
 - A profit share if certain agreed returns are exceeded;
 - All fees must be pre-agreed and declared to the GIFA and Program participants.

ANNEXURE A: Remuneration Schedule

The following remuneration schedule in *Table 4* is set for each part of the contract. Tenderers should adhere to these in their proposals.

Description		Professional Fee (incl. VAT)
Part 1: Feasibility Study		
1	Market Assessment and Needs Analysis	
2	Technical Feasibility and Assessment	
3	Solution Options Analysis	
4	Project Due Diligence	
5	Value Assessment	
6	Economic and Socio-economic Impact Analysis	
7	Stakeholder Engagement Analysis with Project Structuring	
8	Procurement and Implementation Plan	
9	Final Feasibility Study Report and Presentation	
10	Total for TA I Approval	
Total for Part 1: Feasibility Study		
Part 2: Procurement Phase		
11	Compilation of reports	
12	Total for TAILA Approval	
13	Total for TAILB Approval	
14	Negotiations and Management Plan	
14	TAIII	
14	Total for TAILI Approval	
15	Commercial and Financial close	
16	Close out report and Case Study	
*	BAFO for procurement process	
Total for Part 2: Procurement Phase inclusive of Success Fees		
Total Project Cost (Part 1 and 2)		

ANNEXURE B: Transaction advisor technical scorecard criteria ²⁶

TECHNICAL SCORECARD						
Technical proposal		Scoring		Maximum points		Ref
1	Financial and PProject finance - Skills - Relevant experiences	Skills (Qualification) 1. Financial Expert - Postgraduate: Commerce, Finance or equivalent, CA, CFA, master's in finance, at least 10 years of relevant experience after graduation of 1 st degree - 6 - Undergraduate: B-Com/Nat Dipl in Accounting or equivalent, at least 7 years of relevant experience after graduation of 1 st degree – 4 - None or not relevant – 0 (Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose) Relevant Experience: Project Structuring and Financial Modelling - 10 or more similar projects - 6 - 5 - 9 similar projects - 4 - Less than 5 similar projects – 2 - None or not relevant – 0 (CVs required with relevant projects experience for point scoring purpose) 2. Transport Economist - Postgraduate: Masters - 6 - Postgraduate: Honours – 4 - Undergraduate: 2 - None or not relevant – 0 At least 10 years of relevant experience after graduation of 1 st degree (Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose)		6	24	
	Relevant experiences: - In building and analysing financial models, analysing cost/benefit models and understanding and assessing risk models.	6				
	Similar projects: - Meaning road related projects.	6				
Relevant experiences:						

	- In building and analysing economic models Similar projects: Meaning road related projects.	Relevant Experience: Transport Economic Modelling - 10 or more similar projects - 6 - 5 - 9 similar projects - 4 - Less than 5 similar projects - 2 - None or not relevant – 0 (CVs required with relevant projects experience for point scoring purpose)	6		
2	Legal - Skills - Relevant experiences - Successful Negotiation Relevant experiences: - In drafting public private partnership agreements - In public procurement and administration - In contract law. Successful closing of deals: - Successful contract negotiation - Contracts signed for successful commercial and/or financial close of projects. Similar projects: Meaning road related projects.	Skills (Qualification) - Postgraduate: LLM - 6 - Undergraduate: B-Proc/B-luris – 4 - None or not relevant – 0 At least 10 years of relevant experience after graduation of 1st degree (Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose) Relevant Legal Experience in infrastructure projects similar to the TOR - 10 or more similar projects - 6 - 5 - 9 similar projects - 4 - Less than 5 similar projects - 2 - None or not relevant – 0 (CVs required with relevant projects experience for point scoring purpose) Successful closing of deals in infrastructure projects similar to the TOR - 10 or more similar projects - 5 - 5 - 9 similar projects - 4 - Less than 5 similar projects - 2 - None or not relevant – 0 (CVs required with relevant projects experience for point scoring purpose)	6 6 5	17	

3	Technical skills appropriate to Project - Skills - Relevant experiences	Skills (Qualifications) (Copies of the relevant qualification(s) / certificate(s) required for point scoring purpose) Civil Engineer At least 10 years of relevant experience after graduation of 1st degree - o Pr.Eng/Honours – 2 - o B.Eng/Nat Dipl – 1 Town Planner At least 10 years of relevant experience after graduation of 1st degree - o Pr.Eng/Honours – 2 - o B.Eng/Nat Dipl – 1 Land Surveyor At least 7 years of relevant experience after graduation of 1st degree - o South African Geomatic Council (SAGC) GPr ES / Honours - 2 - o Degree/Nat Dipl – 1 Land Evaluator At least 7 years of relevant experience after graduation of 1st degree - o South African Council for the Property Valuers Profession (SACPVP) / Honours - 2 - o Degree/Nat Dipl – 1 Traffic/Transport Engineer At least 10 years of relevant experience after graduation of 1st degree - o Pr.Eng/Honours – 2 - o B.Eng/Nat Dipl – 1 Environmental Specialist At least 10 years of relevant experience after graduation of 1st degree - o Pr Natural Science / Honours – 2 - o Degree/Diploma – 1 Relevant Experience for Road and Transport Projects - 5 or more similar projects – 2 - 2 to 4 similar projects - 1 - Less than 2 similar projects - 0	Max 12 2 2 2 2 2 2 2 Max 12	24	
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		The maximum score of two points is allocated to each of the technical experts with 5 or more similar projects. (CVs required with relevant projects experience for point scoring purpose)			
4	Company / Consortium Project Related Experience (Note on point awarding factors: No points will be awarded where the reference letter does not correspond to the terms of reference of road design / construction nature and not signed by the respective project owner/sponsor)	Reference letter guideline: Project description/information such as client name, project size, completed date, client contact references and work descriptions. Note: Reference letters must be signed by the respective project owner / sponsor / main contractor for all the ongoing or completed projects similar to the terms of reference. Traffic Modelling (Relevant experience and track record) 5 projects from the signed reference letters as per the terms of reference (One (1) point per Project) Finance Experience: Project structuring, project finance and value assessment including financial modelling (Relevant experience and track record) 5 projects from the signed reference letters as per terms of reference. (One (1) point per Project) Legal Experience: PPP and Non-PPP procurement and structuring of road projects (Relevant experience and track record) 5 projects from the signed reference letters as per the terms of reference. (One (1) point per reference letter) Technical completion of the projects (Relevant experience and track record) 10 projects from the signed reference letters as per the terms of reference. (One (1) point per Project)	5 5 5 10	25	

5	Project approach and methodology considering: - <i>Rationale and Approach to assignment in various project phases</i> - <i>Proposed framework of the required deliverables</i> - <i>Identified risks with mitigation and skills transfer</i>	• Excellent: Important issues addressed in innovative way, state of the art approach, details ways of improvement and cover all 3 listed requirements – 5 • Good: Approach specifically tailored to address project objectives and flexible to accommodate changes which covers 2 listed requirements – 4 • Average: Approach generically tailored to address project objectives - fail to deal with critical characteristic, and only cover 1 of the listed requirements – 2 • Poor: Unlikely to satisfy project objectives - misunderstood scope of work and fail to deal with critical characteristics, none of the listed requirements are covered – 0	5	5	
6	Quality of proposed work plan, project team and timetable for the Project considering: - <i>Proposed project/work plan with clearly defined tasks, activities, deliverables, allocated resources and corresponding timelines</i> - <i>Proposed project organisational charts / organogram of the project team linking to assignment of roles to tasks and deliverables.</i> - <i>Lead transaction advisor's availability for the work</i>	• Excellent: Decision points and sequencing of time of activities are well defined - work plan permits flexibility and cover all 3 aspects of requirements – 5 • Good: Work plan fits approach – all activities indicated - timing and sequencing of resources is appropriate and consistent with project objectives but only covers 2 of the listed requirements – 4 • Average: Only some activities detailed – some inconsistencies between timing, project deliverables, resource allocation and approach but only cover 1 of the listed requirements – 2 • Poor: Omits important tasks and timing, activities, resources allocation is not in correlation with project deliverables, none of the listed requirements are covered - 0	5	5	
TOTAL				100	
Minimum Threshold score				75	

NOTE: Please indicate references from the respective sections and annexures of the submitted proposal to support the scoring criteria shown above.

ANNEXURE C: RELEVANT STUDIES AND REPORTS

1. Applicable Government Policies, Legislation and Programmes the Transaction Advisor should familiarise themselves with and as identified within the feasibility studies conducted.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | ☐ | NO | ☐ |
| 2.2 | Does the bidder have a branch in RSA? | YES | ☐ | NO | ☐ |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | ☐ | NO | ☐ |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | ☐ | NO | ☐ |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)