



REQUEST FOR PROPOSAL 250708CE

RFP: TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.

Name of Company: _____

Bidder's CSD Registration No.: _____

Closing date and time: 15 August 2025 11:00 AM

Bid Validity Period: 120 days

Proposals should be submitted on or before 15 August 2025 by no later than 11h00

NC Department of Roads and Public Works

9/11 Stokroos Street,

Squarehill Park

Kimberley

8300

Tel: 053 839 2299

Contact Person: Mr T Mgijima

BID NOTICE 250708CE

TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.

A. TENDER INVITATION

The Employer is the Northern Cape Department of Roads and Public Works, represented by the Head of Department and/or such other person or persons duly authorized thereto by the Employer in writing.

GAP Infrastructure Corporation (GIC) (Pty) Ltd. GIC is the Project Officer under the appointment of the IA represented by the Chief Executive Officer and/or such other person or persons duly authorized thereto by the Employer in writing.

The parties agree that this proposal and its acceptance shall also be subject to the terms and conditions contained in the Client's Supply Chain Management Policy (SCM Policy) as adopted by the Employer (GIC).

Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.

The Employer is looking for the services of a Transaction Advisor to conduct a Feasibility Study for the Department of Roads & Public Works for the Development of a Parliamentary Village in the Northern Cape Province.

Tender documents will be available to be downloaded from the 25 July 2025 via the following methods:

1. GIC's website - <https://www.gic.co.za>
2. E-tenders Portal – <https://www.etenders.gov.za>
3. Departments website – <http://ncrpw.ncpg.gov.za>

B. TENDER SUBMISSIONS

A two-envelope system will be followed. The bidders are required to clearly mark the envelope containing the Technical Proposal as such and also mark the Financial proposal. These two separate clearly marked and sealed envelopes will be placed in a single envelope for submittal.

Proposals by Transaction Advisors must be submitted in a single sealed envelope, **containing the two, separate, sealed envelopes** as required.

Submission Method:

1) Hard Copy: Submit sealed envelopes clearly marked with:

“BID NO: 250708CE – Transaction Advisor Services for the Department of Roads & Public Works: Feasibility for Parliamentary Village Development in the Northern Cape Province” (Including a scanned copy on a flash drive for each of the proposals)

Deliver to the following address:

NC DEPARTMENT OF ROADS AND PUBLIC WORKS
9/11 Stokroos Street
Squarehill Street
Kimberley, 8300

C. TENDER EVALUATION

This tender will be evaluated in terms of the Preferential Procurement Policy Framework Act, 5 of 2000, with specific reference to the Preferential Procurement Regulations 2022. Method 3: Functionality as a qualifying criterion along with Price and Specific Goals will be used. Where bidders are required to score 70 or more points in the Functionality evaluation. This will be done following the two-envelope system.

This tender will be evaluated in two (2) phases as follows as the two-envelope system to be followed

- Phase One: Compliance, eligibility and responsiveness in terms of the tender rules and conditions, (Technical Proposal)
- Phase Two: Responsive tenderers will thereafter be evaluated in terms of price and preference, including risk analysis, as stated in the tender data, inline with the 80/20 scoring system. (Financial Proposal)

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM Related Enquiries

Contact: Mr. T Mgijima

053 839 2299

Email: nmgijima@ncpg.gov.za

Technical Enquiries

Mr. Shiran Mahadeo

012 881 0210

shiran@gic.co.za

**TERMS OF REFERENCE FOR A TRANSACTIONAL ADVISOR TO CONDUCT A FEASIBILITY STUDY FOR THE
DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE
NORTHERN CAPE PROVINCE.**

Project Number	250708CE
Contracting authority	Gap Infrastructure Cooperation (GIC) on behalf of Northern Cape Department of Roads and Public Works
Name of project	TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.
Accounting Authority	<p>Communication and the employer's agent</p> <p>The Employer's agent is: NC DRPW</p> <p>Name: Mr V Sidumo</p> <p>Address: NC DEPARTMENT OF ROADS AND PUBLIC WORKS</p> <p>9/11 Stokroos Street</p> <p>Squarehill Park</p> <p>Kimberley, 8300</p> <p>Tel: 053 839 2268</p> <p>Fax: N/A</p> <p>E-mail: vsidumo@ncpg.gov.za</p>
Purpose	The Province is planning to construct a Parliament Village as the existing asset portfolio is not adequate to house members of the Legislature. The Village is aimed at providing suitable residential accommodation to Members of the Northern Cape Legislature. This Village is planned to be built in Kimberley, which is the seat of the NC administration

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1. INTRODUCTION

This document sets out the Terms of Reference (ToRs) for the appointment of the Transactional Advisor to undertake a feasibility study, business plan, implementation programme for the Construction of a Parliamentary Village for the Northern Cape Provincial Government

2. BACKGROUND

The Province has taken a resolution to accommodate Members of the Northern Cape Provincial Legislature. This will resolve the lack of suitable accommodation for serving MPLs that come from various parts of the province given the sparsity and extent of the Northern Cape Province.

3. NEEDS

The Province is planning to construct a Parliament Village as the existing asset portfolio is not adequate to house members of the Legislature. The Village is aimed at providing suitable residential accommodation to Members of the Northern Cape Legislature. This Village is planned to be built in Kimberley, which is the seat of the NC administration.

4. LEGISLATIVE AND OTHER MANDATES

The department's mandate is derived from the constitution of the Republic of South Africa, 1996 (Act 108 of 1996), (hereafter referred to as the Constitution). Certain mandates are concurrent responsibilities, while others are exclusively the responsibility of the provincial sphere of government. These mandates, as well as those derived from functional legislation and policies are outlined in this section.

Government Immovable Asset Management Act (GIAMA), 2007 (Act 19 of 2007):

Empowers the Department of Roads and Public Works (DRPW) to act as the Provincial custodian of immovable assets. This legislation outlines the sound management of immovable properties that they control. GIAMA clarifies the responsibility of the user and custodian. DRPW was further assigned the powers of custodianship by the Premier of the Province in 2010.

Legislative mandates

In terms of the Constitution, 1996, Schedules 4 and 5 provincial governing bodies have been mandated with both concurrent and exclusive legislative competencies for specific functional areas such as:

Act No. 38, 2000 Construction Industry Development Board Act, 2000:

To provide for the establishment of the Construction Industry Development Board; to implement an integrated strategy for the reconstruction, growth and development of the construction industry and to provide for matters connected therewith. Identifying best practice and setting national standards. Promoting common and ethical standards for construction delivery and contracts.

Advertising along Roads and Ribbon Development Act, Act 21 of 1940: allows for controlling access to roads, advertisements, etc. The responsibility of the department to regulate the display of advertisements outside certain urban areas at places visible from proclaimed provincial roads, and the depositing or leaving of disused machinery or refuse and the erection, construction or laying of structures and other things near the roads and access to certain land from such roads.

Division of Revenue Act (DORA): provides for the equitable division of revenue anticipated to be raised nationally among the national, provincial and local spheres of government and conditional grants to provinces to achieve government's policy objectives. The following grants have an effect on the execution mandates of the department:

- Devolution of Property Rates.
- Infrastructure Grant to Provinces.
- EPWP Incentive Grant.

National Building Regulations and Building Standards Act, 1977 (103 Of 1977): requires the department, as custodian and regulator of the built environment, to ensure that all building and construction work on government property, irrespective of by whom it is undertaken, complies with the legislation.

Road Ordinance, 1976 (Ordinance 19 of 1976): the province has sole authority on relaxing of statutory 5,0m and 95m building lines pertaining to various classes of provincially proclaimed roads. Furthermore, the alteration of roads classification is done in terms of section 4 of the Roads Ordinance.

Basic Conditions of Employment Act No. 75 of 1997: Ensures sound principles in the management of personnel in terms of opportunities, working conditions, time management, etc.

Communal Land Administration Act (CLARA): The purpose is to grant secure land tenure rights to communities and persons in the communal areas.

Employment Equity Act, 55 of 1998, promoting non-discrimination in the workplace by promoting equal opportunity and fair treatment in employment through the elimination of unfair discrimination.

Labour Relations Act, 66 of 1995, ensuring sound labour practices within departments.

National Land Transport Act, 22 of 2000, ensuring the annual updating of the National Land Transport Strategic Framework by the National Department of Transport to form the basis for provincial land transport strategies. Various other national Acts and strategies on Urban Renewal, Rural Development, Poverty Alleviation, HIV/Aids, the Community Based Public Works Programme, etc. guide the department in determining objectives, outputs and spending preferences.

Northern Cape Provincial Land Administration Act: Identifies the responsible persons for the acquisition and disposal of immovable assets. Establishment and maintenance of the provincial asset register

Public Finance Management Act, 1 of 1999. The PFMA promotes the principles of efficiency, effectiveness, economy and transparency in departmental management as well as strategic planning and performance measures as basic requirements for service delivery and the preparation of budgets.

Public Service Act, 103 of 1994 and Regulations sets out the employment's laws for members of the public service and those who are potential public servants and the publication of a Service Delivery Improvement Plan which indicates the level of services to be rendered and procedures for communication with clients and the public.

Preferential Procurement Policy Framework Act, 5 of 2000 and Preferential Procurement

Regulations 2022, providing specific guidelines in allocating tenders to historically disadvantaged individuals and entities.

Promotion of Access to Information Act (PAIA), 2 of 2000:

This act gives effect to section 32 of the constitution that indicate that everyone has the right to information held by the state. It encourages transparency and accountability in the public and private bodies.

Promotion of Administrative Justice Act, 31 of 2000:

It gives effect in order for everyone to have the right to administrative action that is lawful, reasonable, and procedurally fair. Everyone whose right have been adversely affected has the right to be given reasons.

Skills Development Act, 97 of 1998:

providing for training and skills development and committing departments to the spending of prescribed amounts on training of personnel.

Deeds Registry Act, 1937 (as amended in 2013):

To amend the Deeds Registers 'Act, 1937 as to provide discretion in respect of rectification of errors in the name of a person or description of a property mentioned in deeds and other documents, to provide for the issuing of certificates in respect of registered titles taking the place of deeds that have become incomplete or unserviceable.

Municipal Rates Act, 2004 (as amended in 2014)

MUNICIPAL BI-LAWS

Infrastructure Development Act, 23 2014:

To provide for the facilitation and co-ordination of public infrastructure development which is of significant economic or social importance to the Republic; to ensure that infrastructure development in the Republic is given priority in planning, approval and implementation; to ensure that the development goals of the state are promoted through infrastructure development; to improve the management of such infrastructure during all life-cycle phases, including planning, approval, implementation and operations; and to provide for matters incidental thereto.

Spatial Planning and Land Use Management Act No. 16, 2013 (SPLUMA):

To provide a framework for spatial planning and land use management in the Republic; to specify the relationship between the spatial planning and the land use management system and other kinds of planning; to provide for the inclusive, developmental, equitable and efficient spatial planning at the different spheres of government.

Council for the Built Environment Act No. 43, 2000:

This document presents the Council for the Built Environment's policy for the identification of work to be adopted by the built environment professions councils, and a resulting framework to guide the implementation of the policy.

National Building Regulations and Building Standards as Amended by Standards 8 of 2008: SABS provides a range of standards covering the demands of the Building & Construction industry, from quality management systems to test methods for specific materials or parts. These will help your organization to enhance customer satisfaction, meet regulatory, safety and reliability requirements, and ensure consistency of quality throughout the supply chain.

The legal and policy framework for the RFP is as follows:

The National Constitution of the Republic of South Africa, 1996 in terms of Section 217 requires that all public procurement be in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The Preferential Procurement Policy Framework Act, 2000 (PPPFA) requires organs of state to develop and implement a preferential procurement policy; The Public Finance Management Act (PFMA) Act 1 of 1999; Treasury Regulations 16 on Public Private Partnerships (PPP)

Supply Chain Management Policy Compliance

The Northern Cape Department of Roads and Public Works (NCDRPW) adheres to a comprehensive Supply Chain Management (SCM) Policy that is fully aligned with applicable national legislation and regulatory frameworks. This policy ensures that all procurement activities are conducted in a fair, transparent, equitable, competitive, and cost-effective manner. It governs the acquisition of goods and services, the disposal of assets, and the appointment of contractors. Furthermore, the SCM Policy supports the Department's commitment to advancing socio-economic development objectives in the region

5. PROJECT PREPARATION BUDGET (Transaction Advisory Fees)

The base-line budget is currently available for operating expenditure for the project for the financial year 2025/26.

6. PARLIAMENTARY VILLAGE SCOPE OF WORKS

The scope of works for the project will therefore be:

- 30 X 3 beds units
- 1 Set of Common Recreational Facilities (swimming pool, Small Club House/ Hall, Park)
- Security Perimeter Fence
- Internal Services: Access Road, internal roads, storm water drainage, water supply and sewer reticulation
- External Bulk Services (Electricity, Water, Sewer)
- Guardhouse

7. PROPOSED LOCATION OF THE PRECINCT

The identified location for this precinct is at Rhodes Avenue, (GPS 28°43'44.7528'S, 24°45'23.166" E) with an extent of the ERF being 6,687 (ha) / 668 700m². Erf: 13425. GIS Map below



Figure 1: GIS Image of 50 Rhodes Street, Carter Glens

- full project cycle costs
- affordability limits
- risks and their costs
- optimal value-for-money methods of delivery.

Section 5 below sets out the deliverables required of the Transaction Advisor for the feasibility study.

10. PPP FEASIBILITY STUDY DELIVERABLES

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

The feasibility study is to be conducted in compliance with National Treasury's PPP Manual, available on www.treasury.gov.za or on www.gtac.gov.za

11. COMPONENTS OF THE FEASIBILITY STUDY

In line with National Treasury's PPP Manual, Module 4: PPP Feasibility Study, the feasibility study must include the following:

Contents of the report

Introduction

- Covering letter from the accounting officer/authority requesting Treasury Approval (TA:I)
- Executive summary
- Introduction
- Project background
- Approach and methodology to the feasibility study

Section 1

Needs analysis:

- Demonstrate that the project aligns with the institution's strategic objectives and mandate – link to innovation and change management
- Identify and analyse the available budget(s)
- Demonstrate the Institution's commitment and capacity
- Produce the project output specifications – Aligned to the departments programme requirements
- Define the scope of the project
- Conditional survey assessment review of the existing building and facilities, where applicable

Section 2

Solution options analysis (follow the NT PPP Guidelines)

- Own building
- Rental Option
- Members own and are subsidized
- Refurbish existing government houses and reallocate to members
- Government land/development

The assessment included the following aspects:

- Needs analysis
 - ✓ Cost analysis
 - ✓ Market analysis
- Accommodation Options analysis
- Location options analysis – in line with the Cabinet directive, GIAMA Sol Plaatje Municipality SDF/IDP 2030.

This information is to form the basis of this section:

- Review and analyse the project's solution options, based on the pre-planning works completed
- Benchmark and confirm that the solution option as committed by the client is the most viable and the best option for the project
- With the above parameters set, complete the rest of this section in accordance with the PPP manual
- Recommendations

Section 3

Legal Due Diligence

The Transaction advisory team is expected to conduct a legal due diligence covering at the minimum the topics below.

- Legal aspects
- Use rights
- Regulatory matters
- Site enablement
- Socio-economic and BEE

Section 4

Value assessment

- PSC model
 - ✓ Technical definition of project
 - ✓ Discussion on costs (direct and indirect) and assumptions made on cost estimates
 - ✓ Discussion on revenue (if relevant) and assumptions made on revenue estimates
 - ✓ BBBEE targets
 - ✓ Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, budgets and MTEF
 - ✓ Summary of results from the base PSC model: NPV
- PPP reference
 - Technical definition of project
 - Discussion on costs (direct and indirect) and assumptions made on cost estimates
 - Discussion on revenue (if relevant) and assumptions made on revenue estimates
 - Discussion on proposed PPP type
 - BBBEE targets
 - Proposed PPP project structure and sources of funding
 - Payment mechanism
 - Discussion on all model assumptions made in the construction of the model including inflation rate, discount rate, depreciation, tax, and VAT
 - Summary of results from the PPP reference model: NPV
- Risk assessment – **Compilation and management of risk matrix in parallel to all other processes**
 - Comprehensive risk matrix for all project risks
 - Summary of the institution's retained and transferable risks
 - The NPV of all risks (retained and transferable) to be added onto the base PSC model
 - The NPV of all retained risks to be added onto the PPP reference model
- Risk-adjusted PSC model
 - Summary of results: NPV
- Risk-adjusted PPP - reference
 - Summary of results: NPV, key indicators
 - Sensitivity analyses
 - Statement of affordability
 - Statement of value for money
 - Recommended procurement choice

- Information verification
- Summary of documents attached in Annexure 1 to verify information found in the feasibility study report

Section 5

Economic valuation

- Introduction and evaluation approach
- Assumptions
- Valuation results
- Economic Benefits and Job Creation Benefits

Section 6

Procurement plan

Annexures

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

Annexure 2: Letter of concurrence from CFO of institution

Annexure 3: PSC model

Annexure 4: PPP reference 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 that they are updated)

Annexure 7: Condition Assessment of the existing land (including determining the extent of the need for EIAs, Geotechnics studies, etc).

Annexure 8, 9 etc.: Attach as annexures all other documents that have informed the feasibility study and that are of decision-making relevance to the project.

Presentation of the feasibility study

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

Submission requirements for the feasibility study report and request for Treasury Approval I

If the Department decides to pursue a PPP solution for the construction of Parliamentary Village, the feasibility study must be of a standard that will be accepted by National Treasury for the purposes of the Department obtaining Treasury Approval: I (TA: I) in terms of Treasury Regulation 16 to the PFMA. The Transaction Advisor is therefore advised to be fully familiar with the requirements of the Module 4: PPP Feasibility Study of National Treasury's PPP Manual.

12. TRANSACTION ADVISORY SKILL, EXPERIENCE, REMUNERATION AND MANAGEMENT

Transaction Advisor skills and experience

The Transaction Advisor will comprise a team, managed by a single Lead Advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these terms of reference. Each individual on the team must be personally available to do the work as and when required. The Lead Advisor will be held accountable, in terms of the Transaction Advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

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

- Financial analysis, with relevant PPP and project finance experience or other demonstrable relevant experience;
- PPP procurement and structuring or other demonstrable experience;
- Legal, with relevant South African experience in the drafting and negotiating of PPP agreements and relevant limited recourse Project Finance experience;
- Serviced working environment planning management;
- Serviced working environment facilities management;
- Relevant expertise in building design, construction, engineering, quantity surveying, and property development and planning applicable to the proposed facilities;
- Environmental and heritage expertise;
- Broad Based Black Economic Empowerment expertise with relevant PPP experience;
- Negotiations;
- Contract management;
- Project management;
- Understanding of the National Treasury's PPP Manual

13. REMUNERATION SCHEDULE AND DISBURSEMENT ARRANGEMENTS (APPLICABLE IN STAGE 2)

Remuneration of the Transaction Advisor will be payable in South African Rands, on a fixed price for the corresponding Phase II: PPP Feasibility study and Remuneration schedule

The following remuneration schedule is set for each part of the contract. Bidders should adhere to these in their proposals, within the total budget given. **(Please complete Annexure C)**

Feasibility study

Deliverable	Percentage	Amount
Signing of Transaction Advisor contract as a mobilisation allowance	5	Only to be filled in Envelope 2 submission
Completion of sections 1-2 (Needs and Options Analysis)	20	Only to be filled in Envelope 2 submission
Completion of section 3 (Due Diligence)	20	Only to be filled in Envelope 2 submission
Completion of section 4 (Value Assessment)	20	Only to be filled in Envelope 2 submission
Completion of sections 5-6 (Economic Valuation and Procurement Plan)	15	Only to be filled in Envelope 2 submission
Completion of feasibility study report to the satisfaction of the Department	10	Only to be filled in Envelope 2 submission
A decision by National Treasury in respect of TA:1	10	Only to be filled in Envelope 2 submission
TOTAL	100	Only to be filled in Envelope 2 submission

Deliverables completed per the remuneration schedule will be approved by the Project Officer, after which invoices may be submitted for payment as per the remuneration schedule.

14. DISBURSEMENT ARRANGEMENTS

Out-of-pocket expenses will be paid at cost within an agreed ceiling. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the Project Officer or nominee, in advance of being incurred. Where applicable pre-approved project expenditure costs, expenditure in respect of document reproduction or any other legitimate project disbursement expenditure will be reimbursed at cost within thirty (30) days of receipt of approved and substantiated invoices and does not form part of the remuneration schedule.

15. MANAGEMENT OF TRANSACTION ADVISOR

The project will have a Project Steering Committee (PSC) which will be responsible for managing the Transaction Advisor's work and for ensuring delivery on the project assisted by the Project Advisor from DRPW. Each PSC will comprise representatives from the stakeholders identified by the Department of Roads and Public Works.

The PSC will engage regularly with the Transaction Advisor for efficiently completing the various delivery items. The Transaction Advisor will report progress to these meetings, as instructed by the Project Officer.

16. BID SUBMISSION REQUIREMENTS FOR TRANSACTION ADVISOR

Bidders are required to submit their proposals in **TWO envelopes**, in the following format:

Envelope 1 marked with the name of the Transaction Advisor and titled: **TECHNICAL PROPOSAL: "TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.**

This envelope must contain at least the following:

A covering letter signed by the Lead Advisor, with the following information; among others:

- a clear indication of the Lead Advisor (the entity that will contract with the Employer and will be held accountable, in terms of the TA contract, for ensuring project deliverables and for the professional conduct and integrity of the team), Technical Advisor, Financial Advisor and Legal Advisor.
- full contact details for the Lead Advisor
- acceptance of the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference
- Consortium Agreement of the TA team; where applicable

Names and profiles of all firms forming part of the TA Team setting out the following:

- Key areas of expertise/specialisation
- Role in the TA team
- List of projects (relevant to this assignment) undertaken by each firm and details including project name, project description, client, role in the project and deliverables, project value, project stage (e.g. inception, feasibility, etc.) start and completion dates, key highlights and successes; amongst others.

Information on the company profile and experience for the firms forming part of the TA must be provided in **Annexure B – Company Profile (Specialist Firms)**. Additional relevant company information may only be provided as a supplement, if necessary.

Names of all proposed team members, and their firms, setting out the following:

- the professional role that each person will play in the assignment. This must be cross-referenced to each deliverable and to each specified technical evaluation element set out in the technical scorecard.
- suitability of each person for the proposed roles in terms of his or her relevant skills and experience
- the availability to perform the work
- A résumé /profile of each person highlighting responsibilities held for experience relevant to this assignment. These must be attached to **Annexure A**.
- Summary of the percentage of black South African professionals on the team, clearly showing the roles they will play in providing the advisory services.
- the number and percentage of black professionals playing leading roles in the advisor consortium.
- demonstrated understanding of skill and experience within the team on concluding effective black participation in PPPs.

For purposes of Preference Points, Bidders are required to submit information requested in NCP6.1. Bidders who fail to provide the required information will be allocated a zero (0) in the Preference Points

The Project team structure must indicate individuals and their respective roles in the project per stream i.e.:

- a) Project Leader – the individual from the Lead Advisor, who will be responsible for leading the team and co-ordinating work of the three streams. All deliverables to the Client must be signed off by the Project Leader.
- b) Stream Leads – Leaders of each stream (Finance, Legal, Technical)
- c) Key Support Staff – These are the resources that possess key skills required in each stream; whose CVs must be submitted for evaluation purposes (maximum of three CVs for Finance and Legal Streams); and for Technical the number of key support staff will depend on the technical disciplines identified by the bidder.

Project comprehension and project management plan, setting out:

- The Transaction Advisor's understanding of the Terms of Reference, and any proposals for amendments to the Terms of Reference that would enhance desired outcomes;
- How the Transaction Advisor proposes to manage the set of deliverables outlined in the Terms of Reference;
- A proposed outline Work Plan with time-table for delivery;
- The suitability of each person in the team for the proposed roles in terms of their relevant skills and experience cross referenced to each deliverable in the Terms of Reference
- The availability of each person to perform the work

- How the Advisory team members will be supervised;
- How interaction with the various streams will take place;
- Any innovative ideas for how the whole assignment can best achieve its objectives.

The technical proposal must be compiled following the sequence below, each section and separated by clearly labelled tabs:

Table 4: Information Required as Part of the Technical Proposal

1.	PROJECT LEADER (from the Lead Advisor)
2.	FINANCIAL ADVISOR (Limited to 3)
2.1	Finance Lead (Annexure A)
2.2	Financial Advisory Firm (Annexure B)
3.	LEGAL ADVISOR (Limited to 3 people)
3.1	Legal Lead (Annexure A)
3.2	Legal Advisory Firm (Annexure B)
4.	BBBEE ADVISOR (Annexure A)
5.	TECHNICAL ADVISOR (Unlimited to accommodate different disciplines)
5.1	Technical Lead
5.2	Lead Technical Advisory Firm
6.	PROJECT TEAM STRUCTURE
7.	QUALITY OF PROJECT COMPREHENSION DEMONSTRATED IN PROPOSALS (workplans, methodology)

The technical proposal **must** include the following documents, which must be compiled and packaged in the order as per Table 4 above:

- CVs for the Project Leader, CVs for Stream Leads, key support project team members and profile of each advisory firm; arranged per stream. All CVs must be submitted in **Annexure A (Specialist CV's) for proposed project team members**. Additional relevant information may only be provided as a supplement to the CV, if necessary.

- b) Bidders must ensure that CVs are signed by respective individuals confirming that he/she is available for this project and their CVs are not included in bids from other service providers. A CV appearing in more than one bid will be disqualified i.e. it will not be evaluated.
- c) A project team structure/organogram clearly indicating the Project Leader, Stream Leads and key support project team members per stream, with the proposed role of each resource clearly described.

Information for each project team member must be packaged in the following sequence – CV, Qualifications and ID copy.

- Certified copies of educational qualifications, professional registration certificates where applicable, SAQA accreditation certificates for qualifications obtained in foreign tertiary institutions and identity documents **are required** for each CV submitted. Certified copies must not be older than six (6) months.
- The identified key support project team members for Finance and Legal streams must be limited to 3 for evaluation purposes. You are required to indicate the three support team members that should be considered for evaluation. If a bidder submits more than three CVs and/or fail to indicate CVs that should be considered for evaluation; the Bid Evaluation Committee will evaluate the first three CVs of support members in the original bid document.
- Key project team members for the technical stream should comprise only one individual for each of the technical disciplines identified by the bidder (e.g. Architecture, Quantity Surveying, Structural Engineering, Facilities Management, etc.)

The Technical Envelope must not include any FINANCIAL PROPOSALS

Envelope 2 marked with the name of the Transaction Advisor and titled: **FINANCIAL PROPOSAL: "TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.**

In submitting your price proposal, you are required to adhere to ***NCP 3.3 - Pricing Schedule attached as Annexure C.***

Remuneration of the Transaction Advisor will be payable in South African Rands (ZAR), on a fixed price corresponding to the feasibility study of the project cycle.

Out-of-pocket expenses/disbursements will be paid by the Client at cost within an agreed ceiling. Bidders are required to propose a ceiling for such disbursements, which will not be evaluated as part of the prize proposal. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the Project Officer before they are incurred. An email system for these approvals will be set up when the Transaction Advisor contract is signed. Other legitimate project costs will be reimbursed at cost. Payment will be made within 30 days of the client receiving approved and substantiated invoices.

Proposed remuneration for professional fees:

- A remuneration proposal, in the remuneration format outlined in Tables 2 and 3 above, giving professional cost per deliverable item and total for each Part as indicated.
- VAT must be specified separately as a total for each of Phase I: Feasibility.
- While VAT will be paid pro-rata for each delivery item in each Phase of the assignment, it should be indicated as a total sum per Phase for purposes of this submission.

17. BID EVALUATION

The technical proposal will be evaluated as per the criteria in Table 5 below. Bidders must ensure that all required information is included in their bid as per Submission Requirements. The Employer may require clarification meetings as part of the evaluation of the submitted bids.

On-compliant CVs submitted for evaluation purposes will be assessed as follows:

- a) An unsigned CV for a proposed resource will be disqualified i.e. A score of zero (0) will be assigned for both qualifications and experience in the evaluation criteria table.
- b) A CV for a proposed resource not accompanied by required qualifications or a certified copy of SAQA accreditation certificate (for qualifications obtained from foreign institutions i.e. proof that the qualification obtained from a foreign institution is on par with South African NQF Levels) will be assigned a score of 0 (zero) in the evaluation criteria table for qualifications. The recommended bidder will be required to provide a certified copy of the SAQA Certificate within 7 days as a condition of appointment.
- c) A CV for a proposed resource not accompanied by a certified copy of professional registration and proof of active registration

Bidders must comply with all South African laws; including the Immigration Act 13 of 2002 (as amended) and Employment Services Act. It is the responsibility of the Bidder to ensure that their proposed resources are in South Africa legally and have valid work permits in compliance with the laws of South Africa; including the Immigration Act.

Prior to appointment, the recommended bidder may be required to submit additional supporting documentation for individuals forming part of the project team for verification purposes.

Failure to adhere to the above requirements i.e. misrepresentation and/or non-submission of the required documentation may lead to a disqualification or termination of the contract with the appointed service provider at any stage of the implementation.

18. EVALUATION METHODOLOGY

Bids will be evaluated as per the evaluation methodology below:

Evaluation Stage	Description
Stage 1	Administrative Compliance: SCM Compliance
Stage 2	<p>Technical Evaluation</p> <p>Bidders must submit information as per Bid Submission Requirements.</p> <p>The submitted technical proposal must respond to the Technical Evaluation criteria cited in the Terms of Reference.</p> <p>The Technical proposal will be evaluated out of 100 points with a Threshold of 70 points.</p> <p>Only bidders that meet the threshold will be considered for the PPPFA evaluation.</p> <p><i>Bidders must note that submission of Annexures A (CV Key Personnel), Annexure B (Specialist Firms) and Annexure C (Price Proposal) in the prescribed formats is Mandatory. Failure to submit as prescribed will lead to the disqualification of the Bid</i></p>
Stage 3	<p>Price and Specific Goals</p> <p>Preference points in the 80/20 formula will be awarded to bidders for attaining a score for specific goals elements as indicated in Table 6.</p> <p>Bidders must provide the required information for evaluation purposes.</p>

TABLE 5 - TECHNICAL EVALUATION CRITERIA

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
1.	PROJECT LEADER (from the Lead Advisor)		12	
	a) Qualifications		2	
	A qualification in Engineering, Finance, Legal, Project Management or any other relevant field accompanied by relevant experience in leading projects of similar nature and complexity.	5 = Masters and above 4 = Honours Degree/Relevant registration 3 = Degree 2 = National Diploma 1 = Recognised formal certificate (NQF 5) or less 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	b) Skills and Experience		10	
	<ul style="list-style-type: none"> - Demonstrable experience in coordinating work of the entire transaction advisory team - Experience in project management and leading a multidisciplinary team - Track record in leading complex projects - Provide a list of projects where the resource played a leading role in projects - List of all relevant projects and role played must be included in the CV. <p>Highlight projects undertaken in the past 15 years (Insert to Annexure A – CV)</p>	5 = 15 years and above 4 = 13-15 years 3 = 9-12 years 2 = 6-8 years 1 = less than 6 years 0 = No relevant or related experience		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
2.	FINANCIAL ADVISOR		22	
2.1	Finance Lead			
	a) Qualifications		2	
	A Degree in Finance, Accounting or equivalent	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	b) Skills and experience		10	
	Lead, manage the team and be accountable for the outputs of the stream. The Lead must demonstrate the following skills and experience: <ul style="list-style-type: none"> - Leading and coordinating outputs of a financial advisory team - Project/corporate finance expertise - Ability to conduct budget analysis - Understanding of financial modelling and ability to interrogate financial models - PPP structuring - Understanding of PPP Regulations - Leads negotiations on commercial/financial matters 	5 = more than 15 years 4 = 10 to 15 years 3 = 7 to 9 years 2 = 4 to 6 years 1 = less than 4 years 0 = No relevant or related experience		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>CV must include a list of all relevant projects or similar; including the role played</p> <p>Highlight projects undertaken in the past 15 years (Insert to Annexure A – CV)</p>			
2.2	Financial Advisory Firm		10	
	<ul style="list-style-type: none"> Track record of the financial advisory firm in the procurement of projects through project finance principles. Demonstrable experience in project structuring, project finance, financial modelling, packaging funding requirements for projects, financial and investment analysis, negotiations, risk identification and mitigation and procurement of PPP/BOT or similar projects. Relevant local and/or international experience and track record Knowledge of and experience in the application of Treasury Regulations and PPP Guidelines; <p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value - Stage/s in the project cycle 	<p>5 = more than 15 years' experience plus advisory in 3 and above or more PPP/BOT projects</p> <p>4 = 9-15 years' experience plus advisory in 2 PPP/BOT projects</p> <p>3 = 6-8 years' experience plus advisory in 1 PPP/BOT projects or 1 project of similar complexity</p> <p>2 = 3-5 years' experience and no demonstrable record of advisory in PPP/BOT projects</p> <p>1 = less than 3 years' experience and no demonstrable</p> <p>0 = No relevant or related experience</p>		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>In addition, confirm projects undertaken by the firm in the past 15 years</p> <p>(Insert to Annexure B – for firms)</p> <p>PPP – Public Private Partnerships BOT – Design, Build, Finance, Operate</p>			
3.	LEGAL ADVISOR		22	
3.1	Legal Lead			
	a) Qualifications		2	
	A Legal Degree or any relevant Legal qualification	5 = Masters (NQF 9) 4 = Postgraduate LLB (NQF 8) 3 = Legal Degree (NQF 7) plus Admission 2 = Legal Degree (NQF 7) 1 = Relevant Legal Diploma (NQF 6) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	b) Skills and experience		10	
	<ul style="list-style-type: none"> - Lead, manage the team and be accountable for the outputs of the legal stream. - Performs legal Quality Assurance/Quality Control on all bid documents and reports - Manage the development of the draft PPP Agreement and associated Agreements - Leads negotiations on the legal aspects of the transaction 	5 = above 15 years 4 = 10 -15 years 3 = 7-9 years 2 = 4-6 years 1 = less than 4 years 0 = No relevant or related experience		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	List of all relevant projects and role played must be included in the CV. In addition, highlight projects undertaken in the past 15 years. (Insert to Annexure A)			
3.2	Legal Advisory Firm		10	
	<p>A track record of providing advisory services including drafting and negotiating PPP agreements/Commercial agreements between government and the private sector or a mix of Design, Build, Finance, Operate (BOT) projects.</p> <p>Relevant experience and track record in PPP procurement and structuring:</p> <ul style="list-style-type: none"> • Knowledge of and experience of the Treasury Regulations and PPP Guidelines; • List of PPP projects successfully procured <p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value - Stage/s in the project cycle 	<p>5 = more than 10 years' experience plus advisory in 3 or more PPP/BOT projects</p> <p>4 = 9-12 years' experience plus advisory in 2 PPP/BOT projects</p> <p>3 = 6-8 years' experience plus advisory in 3-4 PPP/BOT projects</p> <p>2 = 4-6 years' experience plus advisory in 1 PPP/BOT projects or projects of the same complexity</p> <p>1 = less than 4 years' experience and no demonstrable record of advisory in PPP/BOT projects or projects of the same complexity</p> <p>0 = No relevant or related experience</p>		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	In addition, confirm projects undertaken by the firm in the past 15 years (Insert to Annexure B – for firms)			
4.	BBBEE SPECIALIST		6	
	a) Qualifications		2	
	A relevant qualification in areas such as Public Administration, Law, Political Science, Economics, Business Management or similar accompanied by relevant experience In-depth Knowledge of the BBBEE and Transformation legal prescripts	5 = Masters and above 4 = Honours Degree 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	b) Skills and experience		4	
	Demonstrable experience and understanding of the following in the implementation of PPPs and large infrastructure projects: <ul style="list-style-type: none"> Assessment of BBBEE potential/alternative service delivery mechanism during the feasibility study Setting procurement strategies to meet BBBEE objectives during the procurement of infrastructure projects Provision of appropriate BBBEE requirements in bid documents, and ensuring bidder compliance with 	5 = more than 12 years 4 = 10-12 years 3 = 7-9 years 2 = 4-6 years 1 = less than 4 years 0 = No relevant or related experience		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	BBBEE requirements <ul style="list-style-type: none"> • Technical and practical understanding of BBBEE codes of good practice and related BBBEE legislation • Financial and BEE modelling, scorecard optimisation, risk management, valuation, and optimal transaction structuring <p>List of all relevant projects and role played must be included in the CV. Highlight projects undertaken in the past 15 years.</p> <p>Insert to Annexure A – CV)</p>			
5.	TECHNICAL ADVISOR		22	
5.1	Technical Lead			
	a) Qualifications		2	
	A relevant Diploma or Degree in the Built Environment.	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	b) Skills and experience		10	
	<ul style="list-style-type: none"> • Demonstrable experience in leading a multidisciplinary technical team in the execution of infrastructure projects 	5 = above 15 years 4 = 10 -15 years 3 = 7-9 years		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<ul style="list-style-type: none"> Understanding of technical skills required to plan and procure a serviced office accommodation project to meet the Department's needs. Developing the output specifications to be included in the feasibility study. Lead the negotiations on specific technical matters during contract negotiations Understanding of PPP or similar projects <p>List of all relevant projects undertaken and role played must be included in the CV. Highlight projects undertaken in the past 15 years</p> <p>(Insert to Annexure A – CV)</p>	<p>2 = 4-6 years</p> <p>1 = less than 4 years</p> <p>0 = No relevant or related experience</p>		
5.2	Technical Advisory Lead Firm		10	
	<ul style="list-style-type: none"> Experience in coordinating a technical team forming part of the transaction advisory team in large infrastructure projects Experience and track record of leading and coordinating technical stream disciplines required for the implementation of a serviced office accommodation projects or similar i.e. building design, construction, engineering design, quantity surveying, property development and planning, environmental and heritage expertise, facilities management and other applicable technical disciplines; 	<p>5 = 15 years' experience and above</p> <p>4 = 9-15 years' experience</p> <p>3 = 6-8 years' experience</p> <p>2 = 3-5 years' experience</p> <p>1 = less than 3 years' experience</p> <p>0 = No relevant or related experience</p>		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience and involvement in PPP or similar projects. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value - Stage/s in the project cycle <p>Highlight all relevant projects undertaken by the firm in the past 15 years.</p> <p>(Insert to Annexure B – for firms)</p>			
6.	PROJECT TEAM STRUCTURE		8	
	<p>The proposal must cover the following elements:</p> <ul style="list-style-type: none"> • Proposed team structure/organogram indicating respective roles of each team member per stream and applicable reporting lines. • CVs of proposed team members indicating qualifications, skills and experience and their suitability for the proposed roles • Professional role that each person will play in the assignment and cross-referenced to each deliverable 	<p>5 - All elements well covered (Project team organogram and CVs provided, skills of each team member match the proposed role in the project and relevant skills and experience cross referenced to the deliverables)</p> <p>4 - Elements more than adequately provided (Project team organogram provided, all CVs provided but do not highlight relevant experience, skills of team members match proposed role or information in some of the elements provided some information)</p>		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
		<p>3 - Elements adequately provided (Project team organogram provided but role of each project team member not clear, some CVs of team members not provided, mismatch of skills with proposed role of team member demonstrate poor understanding of project requirements)</p> <p>2 - Elements poorly covered (Project team organogram incomplete, CVs provided but do not provide required information, skills of each team member do not match the proposed role in the project)</p> <p>1 - Elements not covered (Project team organogram not provided, CVs not provided or incomplete, skills mismatch and no cross reference to of team roles to deliverables)</p> <p>0 - Information required not provided, incomplete or does not provide adequate information required for evaluation purposes</p>		
7.	QUALITY OF PROJECT COMPREHENSION DEMONSTRATED IN PROPOSALS		8	
	<p>The proposal must demonstrate the following:</p> <ul style="list-style-type: none"> Understanding of the terms of reference in relation to the specified Transaction Advisory scope of work 	5 - A comprehensive project management approach accompanied by a clear work plan with timelines		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>for this project.</p> <ul style="list-style-type: none"> Proposed work plan, project management approach and timetable for the project must demonstrate understanding of project deliverables. A project management approach accompanied by a clear work plan with timelines Order of documents as prescribed in the bid document Adherence to the provided CV for project team members (Annexure A) Adherence to the provided company profile for firms (Annexure B) 	<p>4 - A project management approach, accompanied by a work plan with timelines</p> <p>3 - Limited or no project management approach. No clear work plan and timelines</p> <p>2 - Limited or no project management approach. No clear work plan and timelines</p> <p>1 - Limited or no project management approach. No clear work plan and timelines</p> <p>0 - No Project management approach and/or work plan and timelines provided are inadequate</p>		
TOTAL TECHNICAL POINTS				100
MINIMUM THRESHOLD				70%

19. INFORMATION TO BIDDERS

CONTENT OF THE BIDDER PACK

Tender Pack Doc.	Title	Type	Purpose
1	Information to Bidders	pdf	For Information.
2	Terms of reference	pdf	Requirements.
3	NCP 1 – Invitation to bid	pdf	To be printed, filled in by hand and signed.
4	NCP 4 – Declaration of interest	pdf	To be printed, filled in by hand and signed.
5	NCP 6.1 - Preference Points Claim form in terms of the Preferential Procurement Regulations (PPR) 2022	pdf	To be printed, filled in by hand and signed.
6	NCP 3.3 pricing schedule must be submitted before the closing date of the bid in a sealed envelope marked pricing schedule/price proposal.	pdf	To be printed, filled in by hand and signed.
7	NCP 7.2 Contract form Rendering of Services	pdf	To be printed, filled in by hand and signed.
8	General Conditions of Contract	pdf	Requirements.
9	Registration on Suppliers Data Base (CSD)	The Transaction Advisor must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.	

Instructions for Completion And Submission Of Bids

The successful bidder will sign a Transaction Advisor Contract as per Regulation 16's Practice Note No.4 of 2004

Completion of Bids

Bidders are advised that, to facilitate an efficient evaluation process, the bid should be as prescribed, concise, and written in plain English.

20. CLARIFICATIONS

Requests for clarification must be made in writing by e-mail to **tenders@gic.co.za**

Requests for clarification will be accepted by the Employer and shall issue addenda until five (5) working days before the tender closing time @11"00 on the 15 August 2025. The submission reference 250708CE must be included in the subject line of the email.

Telephonic enquiries for clarification will not be accepted. Bidders must reduce all enquiries to writing and send to the above email address.

21. EVALUATION PROCESS

The evaluation process comprises the following phases:

Phase I: Initial administration screening process

During this phase bid documents will be reviewed to determine compliance with tax matters and Central Supplier Database (CSD) at closing date and time of bid.

All bid proposals will also be assessed for compliance with the administrative requirements of the bid:
 The following is a list of all the list of Returnable Documents to be submitted

Step	Administrative Requirements	Check
1	Master bid document	Provided and bound
2	Four copies of the Bid document	Provided and bound
Included in the bid document		
3	NCP 1	Completed and signed
4	Tax clearance status: CSD registration report or number and SARS pin	Provided and valid
5	NCP 4	Completed and signed
6	NCP 6.1	Completed and signed
7	B-BBEE Certificate/Affidavit if applicable to claim specific goals	Provided and valid
8	NCP 3.3 pricing schedule	Completed and signed (sealed in a separate enveloped marked "pricing schedule/price proposal") (Annexure C)
9	NCP 7.2 Contract form Rendering of Services	Completed and signed (sealed in a separate enveloped marked "pricing schedule/price proposal")
10	General Condition of Contract	Provided and bound
11	Registration on Suppliers Data Base (CSD)	Provided and valid

GIC on behalf of the DRPW reserves the right to reject applications that are not submitted in the prescribed format or where the information presented is illegible or incomplete.

Phase II: Functionality evaluation - desktop

- Bids will be evaluated strictly in accordance with the bid evaluation criteria stipulated in the Terms of Reference (TOR).
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on the information provided.
- Bidders will not rate themselves but must ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

- d. The panel members will individually evaluate the responses received against the criteria as set out set out in the TOR.

Phase III: Price evaluation as per PPPFA

- a. The pricing proposal will be evaluated as per paragraph 5 below.
- b. Price/financial proposals must be submitted in South African Rand.
- c. DRPW reserves the right to negotiate rates with the recommended bidder(s).

22. SCORING METHODOLOGY

Each panel member will rate each individual criterion on the score sheet using the points guidelines indicated in the TOR scoring criteria.

Individual value scores will be added to obtain the points scored for all elements. These points will be added and averaged according to the number of panel members. Only bidders that have met or exceeded the minimum threshold as stipulated in the TOR for desktop evaluation will be evaluated and scored in terms of pricing and specific goals.

23. MANDATORY REQUIREMENTS

Bidders must submit copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents at the closing date and time of the bid. Failure to do so may result in the disqualification of your bid.

NCP 3.3 pricing schedule/financial proposal must be submitted before the closing date of the bid in a separate sealed envelope marked "pricing schedule/price proposal". Failure to comply with this requirement will result in disqualification of your bid.

Failure to adhere to any of these requirements will result in disqualification:

Bidders must submit copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents at the closing date and time of the bid. Failure to do so may result in the disqualification of your bid.

Bidders must submit the required information as prescribed in Annexures A (CV) and Annexure B (Company Profile). CVs and the required Company information not submitted cannot be considered for evaluation.

CVs unsigned by the respective individuals as well as CVs submitted in more than one bid will be rejected and not be considered for evaluation.

NCP 3.3 pricing schedule/financial proposal must be submitted in Annexure C before the closing date of the bid in a separate sealed envelope marked "pricing schedule/price proposal". Failure to comply with this requirement will result in disqualification of your bid.

Standard bidding document (NCP) forms: (NCP 1, NCP 3.3, NCP 4 and NCP 6.1) must be submitted and fully completed. A bid will be disqualified if any of the NCP forms are not submitted, incomplete or information provided found not to be true in every respect.

The following definitions should be considered when completing the NCP 4 form:

- a. "Person" means a bidder or supplier or shareholder, director, trustee, partner, member of a bidder or supplier having the controlling interest in the bidder or supplier.

- b. "State" means a National or Provincial Department, National or Provincial Public Entity or Constitutional institution, a Municipality or Municipal Entity, a Provincial Legislature or Parliament.

24. TAX CLEARANCE STATUS

Relevant information for purposes of verifying that the tax matters of the bidder are in order must be submitted at the closing date and time, where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate validation of Tax status i.e. Registration number from Central Supplier Database (CSD) must be provided with this bid.

25. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax.

26. REGISTRATION

Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration documents.

Professionals are also required to submit proof of registration with the relevant professional councils

27. CLIENT BASE

- a. Bidders must have specific experience and may submit at least three recent and contactable references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.
- b. The Employer reserves the right to contact references during the evaluation and adjudication process to obtain information.

28. LEGAL IMPLICATIONS

- c. Successful service providers must be prepared to enter into a service level agreement with the Employer.
- d. The Employer reserves the right to award this bid on a non-exclusive basis, i.e. The Employer may procure similar services outside this bid with the view of securing the best service and value for money.

29. COMMUNICATION

The Supply Chain Management Unit of GIC will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, Department or representative of an institution or a person acting in an advisory capacity for the Department in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

30. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders will result in invalidation of such bids.

31. PROHIBITION OF RESTRICTIVE PRACTICES

In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition.
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

32. FRONTING

The Department of Roads & Public Works supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

In ensuring that bidders conduct themselves in an honest manner the department will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the department may have against the bidder/contractor concerned.

33. TIMEFRAMES AND FORMAL CONTRACT

The bidder(s) will prepare in his proposal a detailed schedule for the execution of this project to be evaluated by the Employer.

34. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

35. FUNCTIONALITY PROPOSAL

The bid submission must include:

Sequence	Document Title
1	NCP 1
2	Tax clearance status: CSD registration report or number and SARS Pin
3	
4	NCP 4
5	NCP 6.1
6	B-BBEE Certificate/Affidavit to claim for specific goals
7	Response to Technical Evaluation Criteria as per Terms of Reference
8	NCP 7.2 Contract form Rendering of Services
9	General Conditions of Contract
10	Registration on Suppliers Data Base (CSD)

- i. The bid shall not include any other documentation (e.g., Annual reports, brochures).
- ii. The bid shall be enclosed in a sealed envelope.
- iii. The envelope must be addressed as follows:

Tender:	"TECHNICAL PROPOSAL: TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.
Bid No:	250708CE
TECHNICAL PROPOSAL	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

36. PRICE/FINANCIAL PROPOSAL

Tender:	"PRICE PROPOSAL: TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE.
Bid No:	250708CE
FINANCIAL PROPOSAL	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

37. MANAGEMENT OF ADVISOR BY THE DEPARTMENT

The advisor will be appointed by the Accounting Authority of the Employer.

A project officer has been appointed by the Accounting Authority to take full responsibility for managing the advisor's work and for ensuring delivery on the project. The project officer is Mr Shiran Mahadeo, and can be contacted at the office nr: 012 881 0210 or via email shiran@gic.co.za

The project officer has established a project team to regularly engage with the advisor for efficiently completing the various delivery items. The project team will meet at least monthly and the advisor will report progress to these meetings, as instructed by the project officer.

The project officer will confirm that the advisor has satisfactorily completed each deliverable before invoices can be submitted to the Employer for payment.

38. COMPULSORY BRIEFING SESSION

The Departments Agent (GIC) will conduct a briefing session within 7 days of the advertisement on the terms of reference. All potential advisors are required to attend and to register their interest in submitting bids. The list of attendees will be circulated to all present to encourage the formation of appropriate consortia. No party registering interest is, however, bound to submit a bid.

Date: 01 August 2025

Time: 11:00

Venue: Microsoft Teams

Meeting ID: 373 551 541 071 2

Passcode: PX9bD3P3

[Join the meeting now](#)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Zjk0N2M1YTYtNDYxMC00ZDg5LThtYktZTAzODVjZGUzNjEy%40thread.v2/0?context=%7b%22id%22%3a%22765cfd16-7dc9-43c5-be9e-b12feb5e5356%22%2c%22oid%22%3a%226c76bcce-ec85-45c2-a6a1-00a61bf953e2%22%7d

Please confirm attendance by email to: tenders@gic.co.za

39. ADDRESS AND DEADLINE FOR SUBMISSION OF BIDS

Bids by advisors must be submitted in a single sealed envelope, **containing the two, separate, sealed envelopes** required.

The main envelope must be marked: **TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE**

The bid must be hand delivered to:
GAP Infrastructure Corporation (Pty) Ltd.
Agri Office Park,
Sub Office Building 2,
Unit 1, Kimberley South
8301

NCDRPW will record all bids received by the deadline.

40. CONTACT DETAILS

SCM Related Enquiries

Contact: Mr. T Mgijima

053 839 2299

Email: nmgijima@ncpg.gov.za

Technical Enquiries

Mr. Shiran Mahadeo

012 881 0210

shiran@gic.co.za

41. Part 2 RETURNABLE DOCUMENTS

Compulsory Returnable Documents

Description of Compulsory Returnable Documents		Yes / No
A1	(NCP 1) Invitation to Bid and Terms and Conditions for Bidding	
A2	Tax clearance status: CSD registration report or number and SARS pin	
A3	Authority to Sign a Bid	
A4	NCP 4	
A5	NCP 6.1	
A6	B-BBEE Certificate/Affidavit to claim for specific goals	
A7	Response to Technical Evaluation Criteria as per Terms of Reference	
A8	NCP 7.2 Contract form Rendering of Services	
A9	General Conditions of Contract	
A10	Registration on Suppliers Data Base (CSD) (Full report)	
(Annexure C)	NCP 3.3 pricing schedule	

A1: NCP 1 Invitation to Bid
**PART A
INVITATION TO BID (NCP1)**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE DEPARTMENT OF ROADS AND PUBLIC WORKS					
BID NUMBER:	250708CE	CLOSING DATE: 15 AUGUST 2025		CLOSING TIME:	11:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GAP Infrastructure Corporation (Pty) Ltd.					
Agri Office Park,					
Sub Office Building 2,					
Unit 1, Kimberley South, 8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF THE BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

A2: Tax clearance status: CSD registration report or number and SARS Pin

Attached hereto CSD registration report or number and SARS pin

A3: Authority To Sign A Bid

Fill in the relevant portion applicable to the type of organisation

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors On.....20.....

Mr/Mrs..... (Whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

DATE:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....

DATE

C. PARTNERSHIP

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

We, _____ the _____ partners _____ in _____ the _____ business _____ trading as.....

hereby _____ authorise _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

Full name of partner	Residential address	Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on20 at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS..... DATE:

SIGNATURE OF SIGNATORY:.....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20 at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co- operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY

AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

F. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a bid.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise

Mr/Ms,

authorised signatory of the
Company.....

acting in the capacity of lead JV partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANISATION.....

ADDRESS:.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:.....

SIGNATURE DATE:.....

A4: NCP 4- BIDDERS DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

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.

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

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.

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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

A5: NCP 6.1- SPECIFIC GOALS AND PREFERENTIAL POINTS

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	N/A	Price 80	N/A	Claim your Points
		Specific Goals 20		
An EME or QSE which is at least 51% owned by black people		10		
An EME or QSE which is at least 51% owned by black people who are youth		3		
An EME or QSE which is at least 51% owned by black people who are women		5		
An EME or QSE which is 51% owned by black people with disabilities		2		
		100		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

A6: Broad-Based Black Economic Empowerment

Attached hereto is my / our certified copy of the BBBEE Certificate. My / our failure to submit the certificate with your bid offer will lead to the conclusion that your entity/ company is not registered, and therefore, the bid will be disqualified.

A7: Response to Technical Evaluation Criteria as per Terms of Reference

Attached hereto is my / our Technical Proposal as required in the Terms of Reference. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified

A8: NCP 7.2 Contract form Rendering of Services

NCP 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

.....

A9: Central Supplier Database

Attached hereto is my / our Central Supplier Database report.

IMPORTANT NOTES:

- A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.

A10: Confirmation of Receipt of Addenda to Bid Documents

I / We confirm that the following communications amending the bid documents that I / we received from Independent Development Trust or his representative before the closing date for submission of bids have been taken into account in this bid.

Addendum No.	Date	Title or Details

BIDDER NAME: _____

BIDDER ADDRESS: _____

PRINT FULL NAMES:

SIGNATURE
(Duly authorized to sign on behalf of the bidder)

DATE

Annexure A: Specialist CV's

Annexure B:

Company Profile (Specialist Firms)

Annexure C: Pricing Schedule

NCP 3.3
PRICING SCHEDULE

 NAME OF BIDDER: **BID NO: 250708CE**
CLOSING TIME: 15 AUGUST 2025 at 11:00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

 BID PRICE IN RSA CURRENCY INCLUSIVE OF ALL APPLICABLE TAXES

250708CE: PRICE PROPOSAL: TRANSACTION ADVISOR SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE DEPARTMENT OF ROADS & PUBLIC WORKS FOR THE DEVELOPMENT OF A PARLIAMENTARY VILLAGE IN THE NORTHERN CAPE PROVINCE

Remuneration of the Transaction Advisor will be payable in South African Rands, on a fixed price for the feasibility study and Procurement phases of the project cycle. The procurement portion of the work may or may not transpire at the end of the feasibility study and should be costed accordingly.

The following remuneration schedule is set for each part of the contract. Bidders should adhere to these in their proposals, within the total budget given.

1. LIST PROJECT RESOURCES PER STREAM AS PER THE TABLES BELOW:
a) Project Director

Role	Name of resource	Hourly rate (VAT Inclusive)	Total (VAT Inclusive)
		R	R
	1.		
Total for entire period of this assignment		R	

b) Financial stream

Role	Name of resource	Hourly rate (VAT Inclusive)	Total (VAT Inclusive)
		R	R
	1.		
	2.		
	etc.		
Total for entire period of this assignment		R	

c) Technical stream

Role	Name of resource	Hourly rate (VAT Inclusive)	Total (VAT Inclusive)
		R	R
	1.		
	2.		
	3.		
	etc.		
Total for entire period of this assignment		R	

d) Legal stream

Role	Name of resource	Hourly rate (VAT Inclusive)	Total (VAT Inclusive)
		R	R
	1.		
	2.		
	etc.		
Total for entire period of this assignment		R	

e) BBBEE Specialist

Role	Name of resource	Hourly rate (VAT Inclusive)	Total (VAT Inclusive)
		R	R
	1.		
	2.		
Total for entire period of this assignment		R	

2. TOTAL PROJECT COSTS

PHASE	A: Feasibility	Total costs including VAT (R)
Lead Advisor		
Financial Stream		
Technical Stream		
Legal Stream		
BBBEE Advisor		
TOTAL		

Annexure D: GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>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.</p>

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.