

John Taolo Gaetsewe District Municipality



INVITATION TO RFP

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

REQUEST FOR PROPOSALS REFERENCE NO: 001-2023/24

ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS TO RENDER: TRANSACTION ADVISORY AND CAPITAL RAISING SERVICES INCLUDING PUBLIC PRIVATE PARTNERSHIPS

CLOSING DATE AND TIME: FRIDAY, 23 JUNE 2023 AT 12H00

NAME OF BIDDER:		Bidder VAT registered? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
CSD NUMBER:		

Please note that it is compulsory for all service providers to complete the above required information

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PART E1: SUBMISSION PROCEDURES

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E1.3	Submission Data

E1.1 NOTICE AND INVITATION TO SUBMIT AN REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS REFERENCE NO:	001-2023/24
RFP DESCRIPTION:	ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS TO RENDER: TRANSACTION ADVISORY AND CAPITAL RAISING SERVICES INCLUDING PUBLIC PRIVATE PARTNERSHIPS
ADVERT DATE:	16 MAY 2023
CLOSING DATE:	23 JUNE 2023
CLOSING TIME:	12:00 PM
COMPULSORY CLARIFICATION MEETING DATE & TIME: VENUE:	None
RFP DOCUMENTS AVAILABLE:	John Taolo Gaetsewe District Municipal Website & E-tender portal
DOCUMENT FEE (NON- REFUNDABLE)	NONE
SUBMISSION OF REQUEST FOR PROPOSALS DOCUMENTS:	TENDER BOX JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY 4 FEDERALE MYNBOU STREET KURUMAN 8460
TECHNICAL ENQUIRIES:	Name : Mr Klaas Teise Director: Planning & Development Tel: 053 712 8700 Email: teisek@taologaetsewe.gov.za Mr Gerrie van Westhuizen Manager: STROP Tel:053 712 8700 vanwesthuizeng@taologaetsewe.gov.za

JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY invites Request for Proposals (RFP) for the establishment of a JTGDM panel of professional service providers for a period of five (5) years with specific skills and expertise in capital raising, transaction advisory services and public private partnerships.

Only respondents who comply with the requirements of the RFP as set out in this document will be eligible for selection.

The physical address for the collection of RFP documents is:

Reception Area, John Taolo Gaetsewe District Municipality, 4 Federale Mynbou Street, Kuruman (The tender box).

Documents may be collected during working hours, from 08:00 to 16:30 as from the advert date until 12:00 on the closing date of the Request for Proposals.

No briefing session will be held for this Request for Proposals. Bidders are urged to submit all requests for clarification in writing via e-mail to teisek@taologaetsewe.gov.za. Requests for clarification will be accepted by JTGDM until 17h00 on **09th June 2023**. The submission reference 001-2023/24 must be included in the subject line of the e-mail.

The closing time for receipt of Request for Proposals is **12:00PM** on the closing date as indicated in this document.

Sealed RFP submissions endorsed on an envelope clearly bearing the Respondent's name and the RFP Reference Number, must be deposited in the '**Formal Tender Box**' located at the Reception Area, John Taolo Gaetsewe District Municipality, 4 Federale Mynbou Street, Kuruman (The tender box) or may be couriered or posted to the aforementioned address in sufficient time for it to be deposited in the Tender Box by the closing date and closing time as indicated in the tender advertisement.

It must be expressly understood that the Municipality accepts no responsibility for ensuring that RFP submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the Respondent to ensure that its submission is placed in the Tender Box by its own staff or representative.

RFP submissions will be opened in public at **12:00** on the closing date. RFPs will be opened at the Reception Area, John Taolo Gaetsewe District Municipality.

Should a respondent commit any corrupt or fraudulent act during the RFP process, its proposal shall be disqualified.

Late, incomplete or unsigned RFP submissions will not be considered. Respondents' attention is drawn to the standard conditions for calling of RFP.

The invitation and selection process for this RFP is subject to the provisions of the JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY Supply Chain Management Policy.

ACTING MUNICIPAL MANAGER
MR MOTSHABI MOLUSI

E1.2 STANDARD CONDITIONS FOR THE CALLING FOR REQUEST FOR PROPOSALS

1. General

1.1 Actions

- 1.1.1 The employer and each respondent submitting an Request for Proposals shall comply with these conditions for calling for Request for Proposals. In their dealings with each other, they shall discharge their duties and obligations as set out in clauses 2 and 3 below, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.
- 1.1.2 The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflicts of interest and where a conflict of interest¹ is perceived or known, declare such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict of interest exists or recuse themselves from the procurement process, as appropriate.
- 1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

1.2 *Supporting Documents*

The documents issued by the employer for the purpose of obtaining Request for Proposals are listed in the submission data.

¹ A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts occur. Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which could in any way affect any decisions taken.

Interpretation

1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for Request for Proposals.

1.3.2 For the purpose of these conditions for the calling of Request for Proposals, the following definitions apply –

- (a) **“conflict of interest”** means any situation in which:
 - (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - (ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - (iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the procurement process
- (c) **“fraudulent practice”** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

Communications and the Employer’s Agent

Each communication between the employer and a respondent shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent. The name and contact details of the employer’s agent are stated in the submission data.

2. Respondent’s Obligations

2.1 Eligibility

Submit an Request for Proposals only if the respondent complies with the criteria in the submission data and the respondent, or any of his principals, is not under any restriction to do business with the employer.

2.2 *Cost of submissions*

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

2.3 *Check documents*

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

2.4 *Acknowledge addenda*

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

2.5 *Clarification meeting*

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

2.6 *Seek clarification*

Request clarification of the submission documents, if necessary, by notifying the employer at least five working days before the closing time stated in the submission data.

2.7 *Making a submission*

- 2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued electronic format) or by writing legibly in non-erasable ink.

2.7.2 Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

2.8 *Information and data to be completed in all respects*

Accept that the submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.9 *Closing time*

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept

submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

2.10 *Clarification of submission*

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

3. *Employer's undertakings*

3.1 *Respond to clarification*

Respond to a request for clarification received up to five working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

3.2 *Issue addenda*

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for Request for Proposals until seven days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

3.3 *Late submissions*

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

3.4 *Opening of submissions*

3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

3.5 *Non-disclosure*

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

3.6 *Grounds for rejection and disqualification*

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he engaged in corrupt or fraudulent practices.

3.7 *Test for responsiveness*

Determine, on opening and before detailed evaluation, whether each submission received-

-
- (a) complies with the requirements of the conditions for the calling for Request for Proposals,
 - (b) has been properly and fully completed and signed, and
 - (c) is responsive to the other requirements of the call for Request for Proposals.

3.8 *Non-responsive submissions*

Reject all non-responsive submissions.

3.9 *Evaluation of responsive submissions*

- 3.9.1 Appoint a panel of not less than three entitys. Evaluate submissions using the evaluation criteria established in the submission data.
- 3.9.2 Notify the respondents of the outcome of the evaluation process within two weeks of the evaluation report being accepted by the employer.

E.1.3 SUBMISSION DATA

The conditions for the calling for Request for Proposals are the standard conditions for calling for Request for Proposals as contained in annex H of SANS 294:2004.

The standard conditions for calling for Request for Proposals make several references to the submission data. The submission data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions for calling for expressions of interest.

Each item of data given below is cross-referenced to the sub-clause in the standard conditions for calling for Request for Proposals to which it mainly applies.

Clause No.	Submission data
1.1.1	The employer is John Taolo Gaetsewe District Municipality.
1.2	<p>The documents associated with the calling for Request for Proposals issued by the employer comprise:</p> <p>Submission procedures</p> <ul style="list-style-type: none">- Invitation and notice for submissions of Request for Proposals- Standard conditions for the calling of Request for Proposals- Submission data <p>Returnable documents</p> <ul style="list-style-type: none">- List of returnable documents- Submission schedules <p>Indicative scope of works</p>
1.4 EMPLOYER'S AGENT	<p>The employer's agent is:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Tel: _____</p> <p>Fax: _____</p> <p>Email: _____</p>

2.1 ELIGIBILITY CRITERIA	<p>JTGDM seeks to establish a panel of Service Providers to support its operations and deliver services. These terms of reference detail the specific skills and expertise required for selection onto the panel.</p> <p>The eligibility criteria is linked to the evaluation criteria.</p>
2.5 CLARIFICATION MEETING	The arrangements for a clarification meeting are as indicated in the invitation and notice for submission of Request for Proposals.
2.7.1	<p>No submission will be considered unless submitted on this RFP document.</p> <p>RFP submissions must be completed in non-erasable ink.</p>
2.7.2 SUBMISSION OF RFPs AND IDENTIFICATION DETAILS	<p>Two copies of the original RFP submission are required to be submitted.</p> <p>The employer's address for delivery of submissions and identification details to be shown on each submission package are:</p> <p>Location of tender box: Formal Tender Box. Reception Area, John Taolo Gaetsewe District Municipality</p> <p>Physical address: 4 Federale Mynbou Street Kuruman 8460</p> <p>Identification details: JTGDM Infrastructure Finance Advisory Panel</p>
2.9	The closing time for submissions is FRIDAY, 23 JUNE 2023 AT 12H00
2.9	Telephonic, telegraphic, telex, facsimile or emailed RFP submissions will not be accepted.
3.3 LATE SUBMISSIONS	<p>Late submissions will be dealt with as follows:</p> <p>The employer will not return late submissions to the respondent(s), instead respondents will be contacted to retrieve their submissions. Should a respondent's contact details not be indicated on the envelope, the submission will be opened in order to obtain such contact details.</p> <p>Submissions not retrieved within 30 days of the employer's request will be disposed of.</p>
3.9.1	Request for Proposals will be evaluated by the employer's bid evaluation committee.
3.9.2 EVALUATION CRITERIA	<p>RFP submissions will be evaluated according to the following evaluation criteria: The points obtained for assessment must be at least 70 out of a maximum of 100. Proposals awarded less than 70 points will <u>NOT</u> be considered for the formal invitation to tender. Tenderers shall ensure that all relevant information has been submitted with the tender submission (RFP) to ensure optimal scoring of assessment points as no points will be awarded for a criteria that has no sufficient documentary evidence submitted with the RFP tender submission.</p>

ADDITIONAL DATA	<ul style="list-style-type: none"> ▪ The whole original RFP document, as issued by JTGDM must be submitted. An RFP will be considered invalid and will not be accepted, if any part of this document is not submitted. ▪ JTGDM will not be held responsible for any expenses incurred by respondent in preparing and submitting the RFP. ▪ A respondent may request in writing, after the closing date, that its RFP submission be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of JTGDM after consideration of the reasons for the withdrawal, which shall be fully set out by the respondent in its written request for withdrawal. ▪ The RFP shall be signed by a person duly authorized to do so. ▪ The period between the calling for Request for Proposals and the inviting of tender offers or proposals shall not exceed 12 months. Where tender offers or proposals cannot be invited within this period, fresh calls for Request for Proposals shall be made.

PART E2: RETURNABLE DOCUMENTS

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E2.2	Submission schedules

E.2.1 LIST OF RETURNABLE DOCUMENTS

Respondents are required to submit the documentation listed below.

Failure on the part of a respondent to submit any one of the returnable documents listed below may result in its submission being classified as non-responsive and eliminated from further consideration.

NO.	RETURNABLE DOCUMENT	AVAILABLE (TICK \checkmark)
1.	Original, valid SARS tax clearance certificate	
2.	Proof of VAT registration; if not apparent from tax clearance certificate	
3.	Certified copy of Certificate of Incorporation; if tenderer is a Company	
4.	Certified copy of Founding Statement; if tenderer is a Closed Corporation	
5.	Certified copy of Partnership Agreement; if tenderer is a Partnership	
6.	Certified copy of Joint Venture or Consortium Agreement; if tenderer is a Joint Venture or Consortium	
7.	Certified copy of ID document and a signed statement that tenderer is a sole proprietor; if tenderer is a one-man concern	
8.	Original Municipal debt clearance certificate / bidders' business premises lease agreement.	
9.	Certified ID copies of company directors	

E.2.2 SUBMISSION SCHEDULES

All returnable schedules below must be completed by the respondent, save for those schedules which are not applicable to it in which case the respondent must indicate which schedules are not applicable, by marking 'not applicable' across the schedule. Should the respondent fail to complete all applicable and compulsory schedules, its tender submission shall be deemed to be non-responsive.

The schedules required to be completed are as listed below –

Schedule A	Authority for Signatory (Companies)
Schedule B	Authority for Signatory (Close Corporations)
Schedule C	Authority for Signatory (Partnerships)
Schedule D	Authority for Signatory (Joint Ventures or Consortia)
Schedule E	Authority for Signatory (Sole Proprietorships)
Schedule F	Proof of Attendance at Compulsory Clarification Meeting

CERIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the respondent by ticking the appropriate box hereunder.

The respondent must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for sole proprietorships.

Certificates of authority prepared on the respondent's letterhead will also be acceptable in lieu of completion of the forms below.

(A) COMPANY	(B) CLOSE CORPORATION	(C) PARTNERSHIP	(D) JOINT VENTURE	(E) SOLE PROPRIETORSHIP

SCHEDULE A: CERTIFICATE FOR COMPANIES

I,, Chairperson of the Board
of Directors of

..... hereby confirm that by resolution of the Board (Copy
attached) taken on 20....., Mr./Ms acting in the capacity
of

....., was authorized to sign all documents in connection with the
Request for Proposals with reference no..... and any
contract resulting from it, on behalf of the company.

Signature of Chairman: _____

Signature of Witnesses: 1. _____

2. _____

SCHEDULE B: CERTIFICATE FOR CLOSE CORPORATIONS

We, the undersigned, being the key members in the business trading as.....

..... hereby authorize Mr./Ms

..... acting in the capacity of

.....

..... to sign all documents in connection with the Request for Proposals with
reference no, and any contract resulting from it, on our
behalf.

Name	Address	Signature	Date

Note: This certificate must be completed and signed by all the key partners upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE C: CERTIFICATE FOR PARTNERSHIPS

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr./Ms..... acting
 in the capacity of..... to sign all documents in connection with the Request
 for Proposals with reference no.....and any contract resulting
 from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

SCHEDULE D: CERTIFICATE FOR JOINT VENTURES OR CONSORTIA

We, the undersigned, are submitting this Request for Proposals in Joint Venture and hereby authorize Mr./Ms authorized signatory of the Joint Venture/Consortium, acting in the capacity of lead partner, to sign all documents in connection with the Request for Proposals with reference no..... and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name of Firm	Address	Signature
Lead Partner		Signature: Name: Designation:
Other Partners		Signature: Name: Designation:
		Signature: Name: Designation:

SCHEDULE E: CERTIFICATE FOR SOLE PROPRIETORSHIP

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

Signature of Sole Owner: _____

Signature of Witnesses: 1. _____

2. _____

***SCHEDULE F – PROOF OF ATTENDANCE AT COMPULSORY
CLARIFICATION MEETING CERTIFICATE OF ATTENDANCE***

I hereby certify that I _____ the
fully authorised representative of (the Respondent) _____

Address:

visited the site / attended the clarification meeting held on (date): _____

at the above mentioned area.

I certify that I am satisfied with the description of the services to be performed and the explanations (if any) given to me by JTGDM's Representatives. I am also familiar with the requirements for eligibility for this Request for Proposals.

REPRESENTATIVE OF THE RESPONDENT

DATE

PART E3: INDICATIVE SCOPE OF WORK
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CONTENTS

E.3	Indicative scope of work
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SPECIFICATION/SCOPE OF WORK

PURPOSE

JTGDM invites Request for Proposals (RFP) for the establishment of a JTGDM panel of professional service providers for a period of three (3) years with specific skills and expertise in capital raising, transaction advisory services and public private partnerships. These terms of reference detail the specific skills and expertise required for selection onto the panel.

These terms of reference invite proposals from professional service providers with skills from the below listed areas of expertise to be appointed into a Panel of Service Providers to provide various capital raising, legal, technical and transaction advisory services that might be needed in the implementation of Public Private Partnerships and other infrastructure projects on a need basis and on rotational basis.

These terms of reference invite proposals for a JTGDM panel of professional service providers for a period of three (3) years representing a team of suitably qualified and experienced financial, technical and legal advisors as well as funders to help JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY(JTGDM)

The required Panel includes the following Areas of Expertise:

- Transaction Advisory Services
- Legal Advisory Services
- Development Economists
- Construction Project Management, Architecture, Quantity Surveying
- Civil Engineering (Structural, Transportation, Waste Water, Stormwater & Geotechnical Engineering)
- Mechanical Engineering
- Electrical Engineering (Power Generation & Energy Distribution Networks)
- Town Planning, Environmental Consultants & Occupational Health & Safety
- Land Surveying & Heritage Specialists
- ICT Communication (transmission, cable networks, towers satellites)

Specialists

- Renewable and Other Forms of Energy
- Transport Sector Specialist (Rail, Toll-Roads, Ports, Airports)
- Waste Management Recycling

BACKGROUND AND MOTIVATION

South Africa's ongoing urbanisation is of critical national importance. The 2012 *National Development Plan* recognizes that by 2030 about 70 percent of South Africans will live in urban areas. Government's 2016 *Integrated Urban Development Framework* envisions how this urbanisation can be managed to ensure inclusive economic development, job creation and improved living conditions for our people. As more people live and work in urban areas, they need and expect adequate infrastructure and reliable services. The same is true of the firms and entrepreneurs that drive our nation's economic growth.

Municipal finances are under stress. While urban infrastructure investment needs are pressing, the low growth rates in the City are putting strain on the fiscus. The global financial crisis that began in 2008 has come and gone, but our economic growth rates have not returned to pre-crisis levels, and the municipal trend of economic growth has been slowing for the past several years. As a result, the Metro is being expected to rely more on their own resources for infrastructure investment.

The Metro has become more dependent on intergovernmental transfers for half of their infrastructure investment. Most long-term borrowing is done by the Metro - close to 90% of aggregate municipal borrowing. Even so, as a group the Metro has financed only about one quarter of their infrastructure investment through borrowing. An additional one quarter is financed with current revenues. Both the borrowed funds and current revenues represent self-financed municipal infrastructure investment. The remaining one half of local infrastructure investment is now financed by the national government through transfers. The amount of these transfers has increased dramatically over the last decade. This shift toward reliance on intergovernmental transfers in our city is a substantial deviation from the principles which anticipated more reliance on private capital by large cities with strong local revenue bases. Such cities have the potential to finance the bulk of their own infrastructure investment needs.

National Treasury is re-evaluating the size and role of capital transfers to metros.

The past decade's rapid growth in national transfers to metros was intended

- to boost overall levels of investment and
- to encourage investments reflecting national priorities (such as housing, BRT systems and stadiums) as they were understood at the time.

Inevitably, the capital spending funded by these transfers has also increased pressure on metros' operating budgets, due to the need for additional expenditure to operate and maintain what has been built. Moreover, the size of these transfers has enabled dependency on grant financing, so that some metros have focused on implementing national grant programmes more than on identifying their own investment priorities, and taking responsibility for funding them.

New investment priorities have emerged. At the beginning of our democratic era, the imperative of urban investment was to extend services to those who were previously unserved or underserved. While some backlogs remain, our major cities have made big strides in this regard. And new investment priorities have emerged, including:

- (i) Expanding urban infrastructure so that it can support economic and population growth;
- (ii) Rehabilitating and replacing aging infrastructure that is at or past its design life;
- (iii) Promoting densification and spatial transformation so that our people have ready access to jobs, education, services and opportunities.

JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY (JTGDM) is an organ of state fulfilling the constitutional municipality's developmental mandate of "*structure and manage its administration and budgeting and planning processes to give priority to the basic needs of the community, and to promote the social and economic development of the community*".

JTGDM is currently managing a capital budget of approximately R 565 576.00 and executes a number of projects to fulfil its mandate. However, due to historical constraints and backlogs which include human resource capacity, constrained revenue for infrastructure and scarce expertise, the manner in which the projects are executed, a number of inefficiencies occur ultimately impacting on the development of the City, scope, time, cost and quality of the deliverables.

According to the Project Management Institutes (PMI's) 2011 Pulse of the Profession Survey, organizations that have moved towards a standardized and centralized project fund and management approach, through **Infrastructure Finance Advisory Panel** and implementation capability, are reaping the benefits mentioned hereunder and as such, significantly more

projects are funded timeously, on budget and meeting intended goals and business intent compared to those without the Advisory team:

- Increased Development in the City
- Reduce failed projects
- Deliver projects under budget
- Improve productivity
- Deliver projects ahead of schedule
- Increase cost savings

It is against this background and aiming at changing lives for better through provision of services to communities, JTGDM intends to procure the services of a consortium of experienced **Infrastructure Finance Advisory Panel** to assist it budgeting, financing and planning processes for Capital projects to reap all the benefits mentioned above.

The focus of the **Infrastructure Finance Advisory Panel** is to assist in the planning, procurement / sourcing financing and implementation of large-scale transactions for revenue generating programmes and related services. The key objective is to improve the quality of project outcomes by ensuring a link between the objectives of Municipality and the ultimate contract. Transaction support will be involved in transactional planning, feasibility analysis, procurement, financing and institutionalisation of large scale projects. The panel members will be selected on the basis of their capability and experience in discharging a lead role in transactions and providing commercial, financial, procurement and contract management.

Infrastructure Financing as a policy directive

Municipal authority over land use decisions has strengthened. In 2013, the National Assembly adopted the 2013 *Spatial Planning and Land Use Management Act (SPLUMA)*, which clarified municipalities' authority over, and responsibility for land use processes. With the financial and planning legislation in place, municipalities have the critical tools needed to coherently shape their built environment.

Public sector lending has grown faster than private sector lending. The focus of the original *Policy Framework* was to enable municipal access to private sector credit. While private sector lending has grown significantly since the *MFMA* was implemented, public sector lending has grown even faster.

Government encourages public and private efforts to support a liquid secondary

market. Approaches that may have merit include the following:

- Metros may want to position their bonds as similar to sovereign bonds, given that municipalities have permanent existence and taxing powers. In these respects, municipalities differ to corporate issuers. Debt payment structures that replicate RSA bond issues may be most attractive to investment managers.
- Financial institutions may want to explore standardization of municipal debt instruments and supporting documentation. This could reduce transaction costs and increase liquidity.
- All lenders, including commercial institutions and DFIs should consider originating new municipal lending in the form of bonds. These bonds can be held or sold as capital and liquidity needs evolve.

JTGDM Panel of Professional Service Providers and Capital Raising may be required, on a need basis, to provide the following and other related services:

- a)** To perform commercial feasibility, procurement, financial modelling, contract administration and cabalistic projects; and
- b)** To raise grant funding, increment tax financing, Donor funding, Bonds, loan funding, co-ordinate PPP agreements for large scale capital projects.
- c)** Expanding investment resources.
- d)** The development of a healthy, sustainable market for municipal debt includes the proper pricing of risk.
- e)** Access by the municipality to private investment capital, based on investors' evaluation of their creditworthiness, is a key to efficient local government
- f)** The municipality's infrastructure financing is in the context of long-term financial strategies
- g)** Infrastructure Finance advisors to carefully evaluate the costs and risks associated with proposed security arrangements

The terms of reference for the project will be as follows:

- a)** Preparation of procurement tender on behalf of the Municipality in line with supply chain management policy and other related prescripts.
- b)** Setting up of special purpose vehicle for specific project if needs arise;

-
- c)** Advise the municipality on the appropriate funding options to be considered for financing different projects,
 - d)** Communicating with key stakeholders such as funders etc.
 - e)** Preparation and Revision of financial model if needs arise.
 - f)** Preparation of legally compliant service level agreement and contract;
 - g)** Performance of due diligence on approved feasibility study and procurement and service level agreement;
 - h)** Preparation of progress reports to various structures
 - i)** Perform due diligent on financial, technical and legal aspect of the project;
 - j)** Advisory work on the selected work stream;
 - k)** Preparation of close up reports;
 - l)** Participation in project steering committee; and
 - m)** Any other advisory on any service related to project as when required

Appointment Terms

- John Taolo Gaetsewe District Municipality does not guarantee that successful Bidders will receive work during the appointment term. Service providers will be used on an ad hoc basis as and when required.
- Project management in any approved funding approval is at the funders discretion and will be financed within the approved funding quantum
- No fee to be charged on failed funding request / proposal
- Retainer fees to be covered by the funder at their approved scale on the funding quantum and not at the municipal cost

Panel Utilisation

The Panel will be utilised as and when requirements arise and in accordance with the guidelines below :

- a) Appointment onto the Panel will not guarantee any future work.
- b) John Taolo Gaetsewe District Municipality will utilise the Panel in a manner which promotes the elements of transparency, fairness and equal opportunity in the utilisation and management of the Panel.
- c) The selection of service providers from the panel is on a competitive basis.
- d) Bidders who may be suitable for such work will be identified from the panel based on the relevant expertise (as specified in the technical proposal).
- e) Proposals may include, amongst others, the proposed methodology and costing and will be evaluated against the criteria set out in the specific terms of reference.
- f) Proposals will be evaluated as per the criteria set out in the specific terms of reference, and John Taolo Gaetsewe District Municipality reserves the right to hold interviews with prospective bidders as part of the evaluation process.

Key Personnel

The Service Provider shall undertake to make available for each Assignment the personnel (the “Key Personnel”) meeting the specified requirements as proposed by JTGDM throughout the tenure of such Assignment.

A recommended composition of an Advisory Team for any assignment proposed by the JTGDM, should be as below:

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Team Leader	MBA/ CA/ CFA/MCA / BE / B.Arch or equivalent	12 years	S/He should have led the team for transaction advisory of at least 5 (five) Eligible Assignments
Finance/Capital Raising Expert	MBA/ CA/ CFA or equivalent	8 years	S/He should have worked as a Finance expert in at least 3 (three) Eligible Assignments. Experience of financial modelling.
Sector/ Technical Expert	Post-graduate degree/diploma in relevant discipline	8 years	S/He should have worked as a sector expert in at least 3 (three) Eligible Assignments. (CV to be provided in Stage II depending upon the sector of the proposed project)
Civil Engineer	Degree in Civil Engineering	8 years	S/He should have worked on BOQ / Cost Estimates for at least 5 infrastructure projects
Legal Expert	Bachelor's Degree in Law	8 years	S/He should have worked as a legal expert in at least 3 (three) Eligible Assignments.
Consultant (Depending on size & complexity of project up to two consultants may be deployed)	MBA/CA/CFA or equivalent	5 years	S/He should have worked as member of a financial team in preparation of financial model and/or bid documents for at least 2 (two) Eligible Assignments.

JTGDM expects all the Key Personnel also to be available during implementation of the period of such Assignment.

AREAS OF EXPERTISE

Financial Advisory Services

Financial advisory and modelling skills are critical in the feasibility study and value assessment stages of the PPP project cycle. The ability to construct a financial model to assess project finance and corporate finance proposals is fundamental to the reviews undertaken by the PPP Unit which culminate in the implementation of a PPP project. The service provider must have demonstrated experience to undertake increasingly complex financial analyses involving both project finance and corporate finance. Experience in analysing the financial aspects of PPPs is a basic requirement.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Investment and financial analysis with relevant PPP and Project• finance experience through to financial close• Financial modelling• Project structuring, project finance and other limited or nonrecourse financing• PPP procurement and structuring• Preparation of bankable projects• Risk analysis (identification, quantification and mitigation measures)• Development and managing of responses to Request for• Qualifications and Request for Proposals during the procurement process• Negotiating commercial agreements• Understanding how the market (private sector) is broken into various types of players including contractors, investors, Finance and how these sub-sectors interact for PPPs• Understanding how financial markets work	A relevant degree or equivalent in Finance or Accounting.

Capital and Fund Raising Services

JTGDM intends to leverage its current and future fiscal budget allocations by attracting the private sector, wealth funds, DFI's and donor grant funding to invest in various key economic infrastructure. There are various infrastructure Projects that are in desperate need of alternative funding sources.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Current and/or previous capital raising services provided to the private and/or public sector.• corporate and investment banking, advisory, capital raising or any other treasury related services.• asset backed financing transactions concluded over the past 5 years with respect to individual transactions in excess of ZAR1 billion• Facilitate the sourcing of capital funding in line with applicable legislative guidelines ability to raise debt/equity finance for infrastructure and municipal projects• Ability to underwrite/bridge Proposed Transaction• Develop and implement a funding /sponsor strategy for identified priority projects• Monitoring, Evaluation and Reporting during the implementation of priority projects funded through the capital sourcing• Raising grant funding, increment tax financing, Donor funding, Bonds, loan funding, co-ordinate PPP agreements for large scale capital projects.• Expanding investment resources.• The development of a healthy, sustainable market for municipal debt includes the proper pricing of risk.• Providing access to private investment capital, based on investors' evaluation of their creditworthiness	<p>A relevant degree or equivalent in Finance or Accounting.</p>

Legal Advisory Services

PPP transactions involve complex legal agreements that require more than mere legal drafting skills. Over and above drafting skills, the legal advisor must also possess negotiating, contract management and strategic skills in order to provide transaction advisory services required for PPP projects and other large infrastructure projects. The service provider must have demonstrated experience drafting and assisting in the implementation of infrastructure development contracts is a minimum requirement, three of which should be on PPPs or similar commercial transactions.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Legal drafting particularly in large public sector or commercial transactions and contract negotiations• Conducting legal due diligence on a project at various stages of the project cycle• • Negotiating of PPP or commercial agreements Drafting of procurement documents (RFQ and RFP) including pre-qualification questionnaires,• • invitations to tender and evaluation criteria Drafting of the PPP agreement Evaluation and advice on all processes and contractual solutions throughout the procurement phase, including contract negotiation Advisory in the planning and execution of negotiations of government contracts with the private sector or a mix of Design, Build, Finance, Maintain, Operate (DBFMO) projects	LLB/Commercial Law Degree or Equivalent and Admission as an Attorney.

Project Officers/Managers (Infrastructure Project Management)

Project management is a generic skill, obtained through many years of managing complex, multiyear initiatives. TAS and other state institutions from time to time have a number of projects in implementation that require Project Managers/Project Officers to manage the planning and implementation of PPP projects throughout the project cycle. This includes managing the work of the transaction advisor, procurement process to the signing of the PPP agreement and financial closure, as well as managing all project stakeholders for the efficient and successful implementation of the project.

Companies or individuals who have a minimum of seven years of project management experience would be required, three of which must be experience managing large and complex infrastructure projects or projects similar to PPPs.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Project planning and understanding of the project cycle• Strong analytical skills – ability to obtain, evaluate and interpret factual data and to prepare accurate and complete reports• Drafting and communication skills• Good verbal and written communication skills• Advanced interpersonal skills and ability to communicate effectively, both orally and in writing, with senior officials and other project stakeholders• Ability to manage diverse interests and processes in the interest of government• Ability to lead and motivate a diverse team in A	Relevant qualification in Built Environment, Law, Finance, Project Management or any other Degree/Diploma and relevant Project Management experience.
Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<p>project environment, resolve conflicts and ensure tasks are completed on time and they are of good quality.</p> <ul style="list-style-type: none">• Experience in the usage of computers and office software packages (MS Word, Excel, etc.) and advanced knowledge of spreadsheets, databases and handling of web-based management systems or similar• Ability to work individually and in a complex team environment comprising individuals in many different roles• Conflict Resolution• Personal organization• Risk management.	

Built Environment Skills

PPPs and large infrastructure projects require various built environment skills throughout the project cycle. Also, Transaction Advisory Services & PPP (TAS & PPP) Unit from time to time requires services from built environment professionals to conduct feasibility studies, during implementation of these infrastructure projects and also on an ad hoc basis. These include the following disciplines:

5.4.1 Architecture

5.4.2 Landscape Architects

5.4.3 Engineering – All Disciplines related to Infrastructure Planning and Development

5.4.4 Property Valuation

5.4.5 Project and Construction Management

5.4.6 Quantity Surveying.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
Skills relevant to each of the six Built Environment disciplines; including but not limited to : <ul style="list-style-type: none">• Building and infrastructure design • Landscape architecture• Engineering planning and design• Practical and technical geotechnical skills• Analytical skill and ability to work in teams• Planning and organizational skills • Written and verbal communication.• Construction management• Quantity surveying• Property development	<ul style="list-style-type: none">• Architecture• Landscape Architecture• Engineering (Civil, Electrical, Mechanical, etc.)• Property Valuation• Construction Management• Quantity Surveying
Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Property Valuation• Infrastructure planning• Serviced working environment planning management• Serviced working environment facilities management• Identification of potential environmental risks and how submitted bids address them• Understanding of environmental requirements, including environmental risk mitigation and the impact on the scope and technical design of a project• Advice on PPP structuring and contracts• Preparation of tender documents – RFQ and RFP	

Town and Regional Planners, Urban Designers, Development Economists

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> • Town and regional planning • Urban Design • Precinct planning and management • Socio-economic surveys & analysis • Social and environmental impacts • Socio-economic analysis • Economic impact assessment • Economic modelling & projection • 	<ul style="list-style-type: none"> • Town and Regional Planning, • Urban Design • Precinct Planning • Development Economics and other relevant qualifications and applicable/relevant Registration.

Environmental Consultants

Services of Environmental Consultants (especially Environmental Assessment Practitioners and Environmental Engineers) are required by John Taolo Gaetsewe District Municipality from time to time, whether as part of the transaction advisory technical stream or for ad hoc environmental management work for specific assignments. Submissions are invited from individuals that have skills, experience in strategic environmental planning, conducting basic assessments, full scoping and Environmental Impact Assessments (EIA's) in the planning and development of large infrastructure projects.

Skills Required	Qualifications Required (Masters, Degree and relevant Professional Registration)
<ul style="list-style-type: none"> • Understanding of Environmental Regulations; • Knowledge of the legal process requirements and public comment to assess environmental impacts, including making recommendations; 	Masters, Degree or Diploma in Environmental Management OR any relevant qualification accompanied by demonstrable experience working in
<ul style="list-style-type: none"> • Examine the potential environmental impact of the project; • Assist in environmental due diligence, including required permits and certifications; • Identify potential environmental risks and how submitted bids address them; and • Consider the mitigation of such risks and the impact on the scope and technical design of the project. 	the environmental management sector. Membership/registration with any recognized professional bodies e.g. Environmental Assessment Practitioners of South Africa (EAPSA).

Heritage Specialists

Services of Heritage Specialists are required by John Taolo Gaetsewe District Municipality from time to time to conduct heritage surveys for the identification of any cultural heritage resources on an identified project site. Submissions are invited from

consultants that have skills and experience in heritage conservation, conducting heritage specialist studies and assessments during the planning and development of infrastructure projects.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> • Experience in undertaking heritage assessments specific to regional cultural landscape issues • Design and documentation of building conservation projects • Good knowledge relating to assessment techniques and to relevant legislation, policies and guidelines • Ability to research, analyse and solve complex and sensitive development issues • Knowledge of relevant heritage legislation • Excellent communication skills for negotiation with internal and external parties and the preparation of comprehensive reports • Ability to work effectively as part of a team 	<p>Architecture, Heritage Conservation, Urban Planning, Archaeology or a related discipline. Please indicate membership of relevant associations, e.g. Association of Southern African Professional Archaeologists or any relevant accreditation.</p>

Energy Sector Specialists

The South African Energy Sector is undergoing a major transformation from the traditional fossil fuel (coal), hydro and nuclear power sources to newer technologies such as renewable energy, rooftop solar PVs, energy storage technologies, hydrogen, fuel cells, electric vehicles, distributed generation, mini and micro grids, DC transmission and distribution, smart metering, energy efficiency and energy management, ICT and artificial intelligence. In the midst of this transformation, our country has issued an updated Integrated Resource Plan (IRP), which represents a major shift towards these newer technologies. Municipalities have also been provided with an ability to generate their own power. Skills from energy specialists for a range of projects are required. Submissions are invited from consultancy firms/ individuals with experience in energy involving research, planning, construction or maintenance of various types of energy Projects.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> • Energy economists • Development of pragmatic systems engineering and project management processes and techniques to deploy infrastructure projects successfully • Conducting detailed reviews of feasibility studies and provide expert analysis of project costs, schedules, quality and processes; taking projects through the lifecycle stages to bankability • An in-depth understanding of the country's energy resource and policies • Demand modelling • Well established knowledge of the Department of Energy and the related structures; • A well-established understanding of Sustainable Development in relation to large energy projects; • Technical Project Management; 	<p>Energy/Civil Engineering, Energy Economics and/or Business or other related fields. Engineering or Economics degree, or equivalent (related to the Energy sector). Project Management Professional qualification (PMP) Registered professionally with the relevant bodies, recognised in South Africa.</p>

Water Sector Specialists

The backlog of water infrastructure provision and poor access to service delivery for communities have forced a new approach for JTGDM. Delays escalate the eventual cost of infrastructure even more and municipalities such as John Taolo Gaetsewe District Municipality have no choice but to look at innovative approaches, such as public–private partnerships (PPP) models, to ensure that they eliminate their water and sewerage infrastructure backlogs. Efficient and productive water and sewerage services infrastructure are important inputs for all industries and hence vital for economic growth and efficiency, productivity and competitiveness. Submissions are invited from consultancy firms/ individuals with experience in water and sewerage involving research, planning, construction or maintenance of various types of water and wastewater systems.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> • water and sanitation sector expertise related to • current private sector and local government context. • management of construction contracts for water supply or sewerage projects • working on the design and supervision of urban water supply systems and community-based water supply program implementation and operation <p>Familiarity with environmental and construction codes, reporting and management requirements Development of pragmatic systems engineering and project management processes and techniques to deploy infrastructure projects successfully Conducting detailed reviews of feasibility studies and provide expert analysis of project costs, schedules, quality and processes; taking projects through the lifecycle stages to bankability . An in-depth understanding of the country's water resource and policies Demand modelling Well established knowledge of the Department of water and the related structures; Technical Project Management; Infrastructure monitoring and lifecycle asset management;</p>	<p>Energy/Civil Engineering, Energy Economics and/or Business or other related fields. Engineering or Economics degree, or equivalent (related to the water sector). Project Management Professional qualification (PMP) Registered professionally with the relevant bodies, recognised in South Africa.</p>

Transport Sector Specialists

Skills from transport specialists for a range of large transport projects are required. Submissions are invited from consultancy firms/ individuals with experience in transportation management work involving research, planning, construction or maintenance of various types of transportation systems.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Transport economists• Transport planners• Strategic land use planning• Demand modelling for passengers and freight• Intelligent transport system applications,	Transport/Civil Engineering, Transport Economics and/or Business or other related fields.

South Africa is one of the leading countries in Africa when it comes to tourism offering through various state entities. John Taolo Gaetsewe District Municipality from time to time requires specialist tourism advisory services in conducting feasibility studies and structuring of tourism projects in partnership with the private sector.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Experience in undertaking a PPP feasibility study as prescribed by the PPP Tourism Toolkit• Knowledge of developing and managing relevant tourism and hospitality products and marketing• Experience in developing business model relevant to tourism and hospitality• Experience in developing tourism products on protected area	Masters, Degree or Diploma in Tourism/hospitality Management OR any relevant business management qualification accompanied by demonstrable experience working in the tourism and/or hospitality sector.
<ul style="list-style-type: none">• Ability to conduct market demand assessment and forecasting	

ICT Specialists

The service Provider will be required to provide technical assistance to various institutions in planning and implementation of broadband projects. These projects entail designing and developing the backbone infrastructure and then renting out capacity to various internet service providers. Deciding on the appropriate technology requires very rare technical skills that would ordinarily not be found in the public sector. John Taolo Gaetsewe District Municipality, therefore, continuously need to have access to these technical skills to assist with the planning and procurement of these broadband projects.

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none">• Programming• ICT Business analysis• ICT solution architects• Broadband• Network Design<ul style="list-style-type: none">o Core Internet backbone switch engineero Edge and aggregate internet switch and routing engineero Microwave and wireless backbone infrastructure engineero Fibre backbone and consumer end-point fibre engineero Wireless access aggregation engineero Endpoint consumer wireless router provisioning engineero Internet Service Provision Operations Management Design	<ul style="list-style-type: none">• Electrical or Electronic Engineering or Information Technology Bachelor's Degree• Electrical or Electronic Diploma or relevant certificates• Core switch manufacturing certificates or similar

TECHNICAL EVALUATION CRITERIA

The evaluation criteria table below applies to the following areas of expertise:

- Financial Advisors
- Legal Advisors

	EVALUATION CRITERIA	RATING	WEIGHT
1.	NOMINATED INDIVIDUAL (EACH CV WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA)		
1.1	Qualifications	10 - Masters or Equivalent 8 - Professional Registration/Honours 6 - Degree or Equivalent 4 - B. Tech, National Diploma or Equivalent 2 - National Certificate	10
1.2	General professional experience in the development and implementation of government infrastructure projects in the following areas: <ul style="list-style-type: none"> • Infrastructure planning • Planning processes • Procurement of complex/commercial projects 	25 = 10 years and above 20 = 7-9 years 15 = 5-6 years 10 = 3-4 years 5 = 1-2 years	25
1.3	Transaction advisory and other relevant project development experience in the full project cycle <ul style="list-style-type: none"> • Project preparation • Project appraisal • Project structuring • Project financing • Preparation of procurement documents • Project risk analysis • Negotiating PPP or commercial agreements • Contract management <p>Provide a list of projects undertaken not more than 7 years ago, where your expertise was utilised and indicate role played by the individual. (Minimum 3 and maximum 10)</p>	35 = 10 years and above 28 = 7-9 years 21 = 5-6 years 14 = 3-4 years 7 = 1-2 years	35
	EVALUATION CRITERIA	RATING	WEIGHT
2.	SERVICE PROVIDER/CONSULTING FIRM		

2.1	Experience in the planning and implementation of projects utilising project finance techniques or similar. Provide a approval letters of projects (maximum of 10) undertaken in the past 10 years, highlighting the role of the firm, different stages of the project cycle the firm was involved in, project value, successes and any other relevant information to demonstrate the required experience	15 = 10 years and above 12 = 7-9 years 9 = 5-6 years 6 = 3-4 years 3 = 1-2 years	15
2.2	Years of operation of the professional service provider in transaction advisory work or similar	5 = 10 years and above 4 = 7-9 years 3 = 5-6 years 2 = 3-4 years 1 = 1-2 years	5
2.3	Demonstrate administrative and technical support relevant to the area of expertise by indicating the following: <ul style="list-style-type: none"> • Systems, software and any applicable tools utilized by the firm when rendering professional services • Organisational structure to support operations 	10 = 10 years and above 8 = 7-9 years 6 = 5-6 years 4 = 3-4 years 2 = 1-2 years	10
	MAXIMUM TECHNICAL SCORE		100
	THRESHOLD		80

A bid will be disqualified if it fails to meet the minimum threshold value of **80** for functionality as per the bid invitation.

The evaluation criteria table below applies to the following areas of expertise:

- Project Officers/Managers (Infrastructure project management)
- Built environment and related skills (Engineering, Architecture, Landscape Architecture, Urban Design, Quantity Surveying, Project and Construction Management). Specify the discipline/area of specialization
- Town and Regional planners, Urban Designers, Landscape Architects, Development Economists
- Environmental Consulting
- Heritage Specialists
- Energy Sector Specialists
- Water and Waste Water Sector Specialists
- Transport Sector Specialists
- Tourism and/or Hospitality Sector
- ICT Specialists
- Infrastructure planning and safety of life operations

	EVALUATION CRITERIA	RATING	WEIGHT
1.	NOMINATED INDIVIDUAL (EACH PERSON WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA)		
1.1	Qualifications	15 - Masters or Equivalent Professional 12 - Registration/Honours 9 - Degree or Equivalent 2 6 - B. Tech, National Diploma or Equivalent 3 - National Certificate	15
1.2	General professional experience in project planning and development; highlighting your role in the project and services rendered in your area of expertise. Highlight the following knowledge in your sector/profession; <ul style="list-style-type: none"> • Applicable regulations and policies • Applicable guidelines and standards • Applicable systems 	30 = 10 years and above 24 = 7–10 years 18 = 5–6 years 12 = 3-4 years 6 = 1-2 years	30
1.3	General professional experience in the context of all spheres of government and its entities or private sector. Provide a list of projects undertaken not more than 7 years ago, where your expertise was utilised and indicate role played by the individual. (Minimum 3 and maximum 10)	25 = 10 years and above 20 = 7-9 years 15 = 5-6 years 10 = 3-4 years 5 = 1-2 years	25
2	SERVICE PROVIDER/CONSULTING FIRM		
2.1	Years of operation of the professional service provider in providing professional consulting services Provider reference letters of projects undertaken by the firm to confirm services provided (Maximum of 10)	15 = 10 years and above 12 = 7-9 years 9 = 5-6 years 6 = 3-4 years 3 = 1-2 years	15
	EVALUATION CRITERIA	RATING	WEIGHT
2.2	Demonstrate administrative and technical support relevant to the area of expertise by indicating the following: <ul style="list-style-type: none"> • Systems, software and any applicable tools utilized by the firm when rendering professional services • Organisational structure to support operations 	15 = 10 years and above 12 = 7-9 years 9 = 5-6 years 6 = 3-4 years 3 = 1-2 years	15
	MAXIMUM TECHNICAL SCORE		100
	THRESHOLD		80

A bid will be disqualified if it fails to meet the minimum threshold value of **80** for functionality as per the bid invitation.

1. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the #Municipality# are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

..... Signature Date
..... Position Name of Bidder

2. DECLARATION OF INTEREST (MBD 4)

1. **No bid will be accepted from persons in the service of the state*.**

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1 Full Name:

.....

3.2 Identity Number:

.....

3.3 Company Registration Number:

.....

3.4 Tax Reference Number:

.....

3.5 VAT Registration Number:

.....

3.6 Are you presently in the service of the state

***YES / NO**

* Delete if not applicable

3.6.1 If so, furnish particulars.

.....

.....

.....

...

3.7 Have you been in the service of the state for the past twelve months

***YES / NO**

* Delete if not applicable

3.7.1 If so, furnish particulars.

.....

...

.....

...

3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

***YES / NO**

* Delete if not applicable

3.8.1 If so, furnish particulars.

.....

...

.....

...

3.9 Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid

***YES / NO**

* Delete if not applicable

3.9.1 If so, furnish particulars

.....

...

.....

...

★ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? ***YES / NO**
* Delete if not applicable

3.10.1 If so, furnish particulars.

.....

...

.....

...

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? ***YES / NO**
* Delete if not applicable

3.11.1 If so, furnish particulars.

.....

...

.....

...

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<p>.....</p>	
Signature	Date
<p>.....</p>	
Position	Name of Bidder

3. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.
.....
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable
- 3.1.1 If yes, furnish particulars
.....
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable
- 4.1 If yes, furnish particulars
.....
.....
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)
.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of Bidder

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: Black people	10
SPECIFIC GOALS: Locality (RSA only)	10
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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS: Black people	10	
SPECIFIC GOALS: Locality (RSA only)	10	

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) may form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF REQUEST FOR PROPOSALS REFERENCE NO.

.....

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

4. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<div></div>	
<div>Signature</div>	<div>Date</div>
<div></div>	
<div>Position</div>	<div>Name of Bidder</div>

5. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).^{*} Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 3 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

^{*} Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

REQUEST FOR PROPOSALS REFERENCE NO: 001-2023/24

ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS TO RENDER : TRANSACTION ADVISORY AND CAPITAL RAISING SERVICES INCLUDING PUBLIC PRIVATE PARTNERSHIPS

in response to the invitation for the bid made by:

John Taolo Gaetsewe District Municipality

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

..... Signature Date
..... Position Name of Bidder

* 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.

6. Annexure A: Government Procurement: General Conditions of Contract (July 2010)

**THE NATIONAL TREASURY
Republic of South Africa**

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

TABLE OF CLAUSES

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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 anything 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 consignee's 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 goods 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

Annexure A: Government Procurement: General Conditions of Contract (July 2010)
at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 ancillaries 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

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- (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, 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.

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 specify 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations specified in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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 supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is

prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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