



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

Request for Proposal

Page 1 of 3

RFP NUMBER												
RFP DESCRIPTION												
CUSTOMER DEPARTMENT												
CUSTOMER INSTITUTION												
BRIEFING SESSION	Y		N		SESSION COMPULSORY				Y		N	
					SESSION HIGHLY RECOMMENDED				Y		N	
BRIEFING VENUE					DATE					TIME		
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION							
CLOSING DATE					CLOSING TIME							
TENDER BOX LOCATION												
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.												

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- Also see the notice on electronic bidding on pages 2 of this form RFP 01.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions: Electronic Tendering System

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00. Bookings must be made prior to attendance.

Contact: BEE Trainers Tel: 011 689-8495



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

Request for Proposal

Page 2 of 3

DETAILS OF BIDDER

Company Name		Bidder Name	
Physical Address		Postal Address	
Phone		Fax	
Cell Phone		VAT Reg N ^o	
Company Reg N ^o		e-mail Address	

Has a Tax Clearance Certificate been attached (RFP 09)?	Y		N	
---	----------	--	----------	--

Are you the accredited representative in South Africa for the goods/services being offered by you? [IF YES ENCLOSE PROOF]	Y		N	
---	----------	--	----------	--

Has a B-BBEE Status Level Verification Certificate been submitted?	Y		N	
--	----------	--	----------	--

If Yes who was the certificate issued by? (Tick Applicable Box)				
An Accounting Officer as contemplated in the Close Corporation Act (CCA)				<input type="checkbox"/>
A Verification Agency accredited by the South African Accreditation System (SANAS)				<input type="checkbox"/>
A Registered Auditor				<input type="checkbox"/>

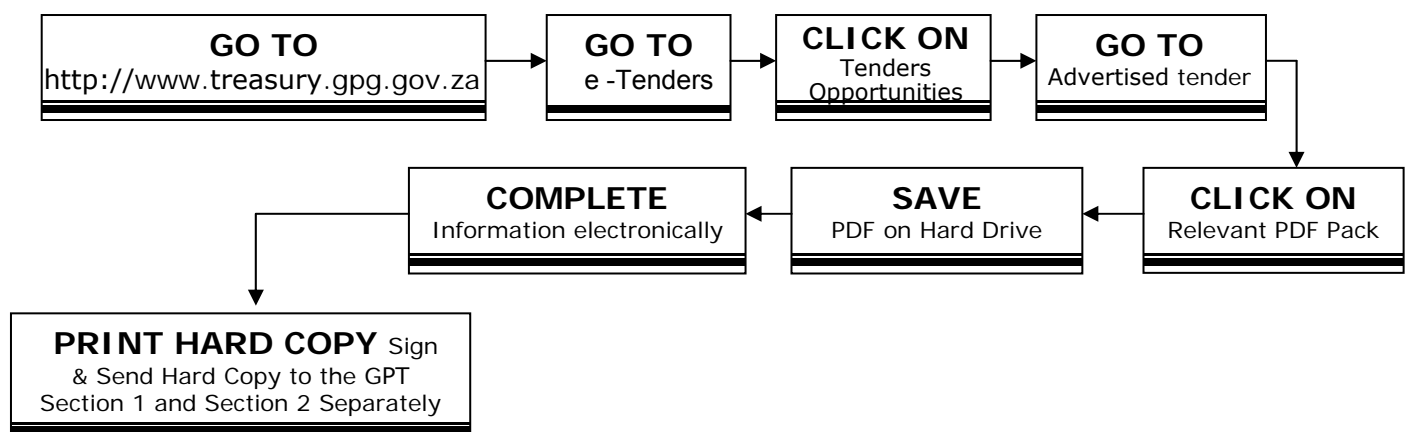
NOTE: A B-BBEE Status Level Verification Certificate must be submitted in order to qualify for Preference Point for B-BBEE.

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

The successful bidder will be required to fill in and sign a written Contract Form (VEND 03). This RFP is subject to the General Conditions of Contract and were applicable any other Special Conditions of Contract.

NOTIFICATION: ELECTRONIC BIDDING / TENDERING

The following procedure must be followed in order to download tender documents electronically:





GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Client Support

Request for Proposal

Page 3 of 3

ENQUIRIES

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department	
Contact Person	
Telephone	
Facsimile	
e-mail address	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department	
Contact Person	
Telephone	
Facsimile	
e-mail address	



Client Support

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

***It is the responsibility of the bidder to attach the relevant B-BBEE Verification Certificate and submit it with this RFP to the relevant office to qualify for the preference points.**



Client Support

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of mechanical devices (for example typewriters), ink (preferably black) must be used to complete the forms.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF series shall be completed, signed and submitted with the bid, together with an original Tax Clearance Certificate, as requested in RFP 08 (Vendor Information) and RFP 09 (Tax Clearance – Application Form). RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, if required, are obtainable from the relevant Department or Institution advertising this RFP.
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract., which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, if required, are obtainable from the relevant Department or Institution advertising this RFP.
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see RFP 05 and the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not.
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see RFP 05 and the attached specification).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see RFP 05 and the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier.
13. The offered prices shall be given in the units shown in RFP 05 and the attached specification, as well as in RFP 06 (RFP Price Schedule per item).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item).
16. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF series and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference Claim Forms, questionnaires and specifications in all respects,



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

Instructions to Bidders

Page 2 of 2

may invalidate the bid.

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

The bid must be addressed and EITHER be

 - posted to Private Bag, X112, Marshalltown, Johannesburg, 2017 and is to reach the destination not later than the closing time and date; OR
 - deposited in the tender box at Imbumba House, 75 Fox Street, Marshalltown, Johannesburg, before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



Client Support

Bid Commitment and Declaration of Interest

Page 1 of 4

PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS	
---------------------	--

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in this RFP document. If in the affirmative, state names(s) of bidder(s) involved
* Delete whichever is not applicable.

OTHER BIDDERS INVOLVED	
-------------------------------	--

7.

AUTHORISATION	INDICATE			
Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)	Y		N	

8.

DECLARATION	INDICATE			
Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?	Y		N	



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

Bid Commitment and Declaration of Interest

Page 2 of 4

PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and 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),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?				Y		N	
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Client Support

Bid Commitment and Declaration of Interest

10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?		Y		N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).		Y		N	
If no, furnish reasons for non-submission of such proof					

10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?		Y		N	
If YES, furnish particulars					

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?		Y		N	
If so, furnish particulars					

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?		Y		N	
If so, furnish particulars					

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?		Y		N	
If so, furnish particulars					



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Client Support

Bid Commitment and Declaration of Interest

Page 4 of 4

11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.11 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME & SIGNATURE OF BIDDER OR ASSIGNEE(S)		DATE		Position	
--	--	-------------	--	-----------------	--



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

<p>4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons 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).</p> <p>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.</p>		Y		N	
If so, furnish particulars:					
<p>4.2 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)?</p> <p>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.</p>		Y		N	
If so, furnish particulars:					
<p>4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>		Y		N	
If so, furnish particulars:					
<p>4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>		Y		N	
If so, furnish particulars:					



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

**Declaration of Bidder's
Past Supply Chain
Management Practices**

Page 2 of 2

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

Name, Position & Signature of Bidder

DATE:
ADDRESS:

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Client Support	
	Compulsory Site Inspection	Page 1 of 1

COMPULSORY SITE INSPECTION - DECLARATION OF ATTENDANCE

RFP NUMBER			
RFP DESCRIPTION			
RFP CLOSING DATE		CLOSING TIME	

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

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
INSPECTION ADDRESS								
SITE INSPECTION	Y		N		DATE		TIME	

I/We hereby declare that I/we attended the compulsory site visit to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME)

--

CERTIFY THAT THE INFORMATION FURNISHED AT THE SITE INSPECTION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME							
--------------------------	--	--	--	--	--	--	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

END USER STAMP



Client Support

Briefing Session

Page 1 of 1

BRIEFING SESSION - DECLARATION OF ATTENDANCE

RFP NUMBER			
RFP DESCRIPTION			
RFP CLOSING DATE		CLOSING TIME	

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

CUSTOMER DEPARTMENT							
CUSTOMER INSTITUTION							
DELIVERY ADDRESS							
BRIEFING SESSION	Y		N		DATE		TIME
VENUE							

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME							
--------------------------	--	--	--	--	--	--	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

GPT STAMP

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Client Support	
	Special Conditions	Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Client Support</h1>	
	Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

Bidders who do not meet the Administrative Compliance Requirements (completion or attachment of Compulsory documents), shall not be considered for Stage 1 evaluation.

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

Stage 1

Criteria for Functionality	Points
TOTAL	100

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


Stage 2

Criteria for Price and HDI Status	Points
Bid Price	0
Preference Points	0
TOTAL	0

Bidders are required to use the one envelope bidding system, whereby the Technical Proposal (Stage 1)

- Stage One-

- Stage Two-

 <p style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">GAUTENG PROVINCE</p> <p style="font-size: 0.8em; margin-top: 5px;">PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Client Support</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Special Conditions</td> <td style="width: 40%; padding: 5px;">Page 3 of 3</td> </tr> </table>	Special Conditions	Page 3 of 3
Special Conditions	Page 3 of 3		

VENDOR JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

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

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

Comments to include:

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

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

=====

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



**GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT
(GDID)**

**KOPANONG PRECINCT PROJECT
PROCUREMENT OF PRIVATE PARTY CONSORTIA
TO DELIVER THE PROJECT AS CLUSTERED
AND
MANAGE THE CLUSTER BUILDINGS
UNDER A PPP PROCURMENT
OF
SERVICED ACCOMMODATION**

**REQUEST FOR PREQUALIFICATION
RFQ**

Tender Number GT/GIFA/022/2016

ALL ENQUIRIES TO BE MADE IN WRITING BY 29 APRIL 2016, @11H00 AND ADDRESSED TO:

Technical enquiries : **Mr. Peter Aborn**
Designation : **Kopanong Precinct Project Officer**
Email : **peteraborn@yahoo.com**

General enquiries : **Pauline Rapodile**
Designation : **Supply Chain Management Official**
Email : **manare.rapodile@gauteng.gov.za**

TABLE OF CONTENTS

	IMPORTANT NOTICE	5
	GLOSSARY OF TERMS	7
1	PROJECT INFORMATION	10
	1.1 PROJECT DESCRIPTION	10
	1.2 DEPARTMENTAL VIEW ON THE PROJECT	13
	1.3 LEGAL REQUIREMENTS AND STATUTORY REGULATIONS	14
	1.4 PPP AGREEMENT AND MANAGEMENT PLAN	15
	1.5 FINANCING	15
	1.6 TECHNICAL REQUIREMENTS	17
	1.6.1 INTRODUCTION	17
	1.6.2 CONSTRUCTION JV RESPONSE	
	1.6.3 FM JV CONCEPTUAL PLANS FOR SUSTAINABLE QUALITY OF WORK LIFE ENVIRONMENT SERVICES LIFE CYCLE MAINTENANCE AND WHOLE COST OF OWNERSHIP.	
	1.7 SOCIO-ECONOMIC DEVELOPMENT AND BBBEE OBJECTIVES	18
	1.8 SUPPLY CHAIN MANAGEMENT POLICY, PFMA AND BBBEE ACT	19
	1.9 BBBEE ACT AND PROVINCE/CITY PREFERENCE	20
	1.10 MISCELLENEOUS	21
	1.11 CONSORTIUM MEMBERSHIP	21
2	PURPOSE OF THE RFQ	22
3	PROCUREMENT FRAMEWORK	23
	3.1 OUTLINE OF THE RFQ	23
	3.2 PROCUREMENT PHASES	23
4	THE PROCUREMENT PROCESS	24
	4.1 GOALS	24
	4.2 GENERAL	24
	4.3 CHANGES TO THE COMPOSITION OR CONTROL OF RESPONDENTS, PRE-QUALIFIED BIDDERS AND POST	

	QUALIFICATION	24
4.4	PARTICIPATION IN MORE THAN ONE RESPONDENT	26
4.5	BID BOND	27
5	INSTRUCTIONS TO RESPONDENTS	27
5.1	NON BINDING EXPRESSION OF INTEREST	27
5.2	FORMAT OF RESPONSES	28
5.3	REQUIREMENTS IN RELATION TO QUESTIONNAIRES	29
5.4	SUBMISSION PERIOD AND MANNER OF SUBMISSION	29
5.5	LATE RESPONSES	29
5.6	NO CONTACT POLICY	29
5.7	ADDITIONAL INFORMATION	29
5.8	BRIEFING NOTES	29
5.9	STATUS AND COMPOSITION OF RESPONDENTS	30
5.10	INDEPENDENT SUBMISSION	30
5.11	CHANGES	30
5.12	RESOLICITATION	30
5.13	SOLE PROPERTY	31
5.14	NO PARTNERSHIP; NO OFFER	31
5.15	FAILURE TO COMPLY WITH MANDATORY REQUIREMENTS AND RULES	31
5.16	INCORRECT OR MISLEADING INFORMATION	31
5.17	OTHER GROUNDS FOR DISQUALIFICATION	32
5.18	CONFLICT OF INTERST	32
5.19	QUERIES RELATING TO PROCUREMENT PROCESS	32
6	THE EVALUATION PROCESS	32
6.1	EVALUATION CRITERIA SCORING, WEIGHTING AND PROCESS	33
6.2	TECHNICAL	34
6.3	FINANCIAL STRUCTURE/ CAPABILITY AND STRENGTH/PROJECT AWARENESS	35

6.4	SOCIO-ECONOMIC DEVELOPMENT CONSIDERATIONS	35
	TENDER REQUIREMENTS	36
	EVALUATION METHODOLOGY	37
6.5	EVALUATION PROCESS	38
ANNEXURE 1	DEMONSTRATION OF CAPACITY TO DELIVER	
ANNEXURE 2	SITE PLANS	
ANNEXURE 3	PROGRAMME & PPP LIFE CYCLE	
ANNEXURE 4	FORM OF BID BOND	
ANNEXURE 5	CONFIRMATION OF CAPACITY & COMMITMENT	

IMPORTANT NOTICE

The Department provides the information which is contained in or sent with this RFQ or which is made available in connection with any further enquiries ("the Information provided"), or in subsequent Briefing Notes, in good faith. This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the Department to potential Bidders on the condition that it is used solely with the procurement process and for no other purpose.

All costs (of whatever nature) incurred by Respondents, Relevant Entities, Key Contractors or any other person in relation to any stage of the procurement and/or negotiation process in respect of this Project are for such Respondent's, Relevant Entity's, Key Contractor's or other person's account alone. The Department is not obliged to accept any Response to this RFQ or to pre-qualify any Respondent(s). Although this RFQ describes the process, programme and anticipated timetable relating to the Project and the current requirements of the Department, the Department reserves the right to terminate the process, or to modify any of these matters from time to time without incurring any liability for costs to any person.

The RFQ bid documents can be obtained from the Gauteng Provincial Treasury, Tender Admin Office at 75 Fox Street, Imbumba House, Marshalltown, Ground Floor. Subject to proof of payment of the capacity threshold deposit.

The Department is in the process of engaging independent Transaction Advisors in respect of the Project, who will be acting as advisers to the Department (and for no other person in respect of the Project) to assist the Department in the procurement of Private Parties with whom to conclude a PPP Agreements for one of as many as seven expected clusters of buildings in the Kopanong Precinct, and accordingly will not be responsible to any person other than the Department in respect of the Project. The Transaction Advisor under the supervision of the Project Officer will be the primary interface between the Department and the successful Private Party bidders for one of the five to seven clusters anticipated under the Project Description below.

Respondents submitting an RFQ Response will be deemed to do so on the basis that they have satisfied themselves as to the authority of the Department to procure the Project and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level) in relation to Public Private Partnerships (PPP) and the subject matter of the Project.

Respondents are therefore, at any stage of the Project, not entitled to request any advice or opinion from anyone or more of the advisors of the Department on the competency of the Department to procure the Project or in relation to any aspect of the Project.

This document is provided solely for the purpose set out in this notice read with clause 2, and is not intended to form any part or basis of any investment decision by Respondents.

The recipient should not consider this document as an investment recommendation by the Department, its officials, employees or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his, her or its own independent assessment of the Project after making such investigation and taking such professional advice as he, she or it deems necessary.

Neither the receipt of this document or any related document by any person, nor any information contained in this document or documents distributed with it or previously or subsequently communicated to any of its advisers, is to be taken as constituting the giving of investment advice by the Department, its officials, employees or its advisers.

While reasonable care has been taken in preparing this and other documents, they do not purport to be comprehensive or to have been verified by the Department, its officials, employees, advisers or any other person.

Neither the Department, its officials, employees nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

No representation or warranty, express or implied, is or will be given by the Department, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

The Department reserves the right to amend, modify or withdraw this RFQ, or to amend, modify or terminate any of the procedures or requirements of the RFQ phase (which terminates on announcement of Pre-qualified Bidders, if any) of the procurement process for the Project at any time and from time to time, without prior notice and without liability to compensate or reimburse any party or person.

Any requirement set out in this RFQ regarding the content of a response is stipulated for the sole benefit of the Department, and save as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process. The Department reserves the right to adopt any proposal made by any Respondent or Bidder at any time and to include such proposal in any procurement document, which may or may not be made available to other bidders.

If any recipient, Respondent or Bidder, its employees, advisers or agents makes or offers to make any gift to any public official or employee of the Department or consultant to the Department on the Project either directly or through an intermediary then such recipient, Respondent or Bidder may be disqualified forthwith from participating in the procurement of the Project.

Each recipient of this RFQ agrees to keep (the "Confidential Information Provided"). The Confidential Information Provided may be made available to a Respondent's and/or Relevant Entity's members, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the Department nor may it be used for any other purpose than that for which it is intended. These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made so available (otherwise than through a breach of a confidentiality obligation).

Respondents, Relevant Entities and their constituent members, agents will keep confidential any information of a confidential nature, which may be contained in the Information Provided and advisers may be required to sign confidentiality agreements (in such form as the Department may require from time to time). All Confidential Information Provided (including all copies thereof) remains the property of the Department and must be delivered to the Department on demand. Further, by receiving this RFQ each respondent agrees to maintain its submission in response to the RFQ confidential from third parties other than the Department, its officials, officers and advisers who are required to review the same for the purpose of procurement of the Project.

GLOSSARY OF TERMS

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

Affordable	means that the financial commitments to be incurred by the Department in terms of the PPP Agreements for the various clusters can be met by funds (i) designated within the Department's anticipated budget(s) for the function(s) to which the PPP Agreement relates, and/or (ii) destined for the Department in accordance with the Medium Term future budgetary projections for the Department; (iii) other savings created by the Project in other budget categories of the GDID and client departments as may be determined (iv) a capex contribution or related provincial borrowing to the extent of 50% or more of the project cost, at the entire discretion of the Department.
BBBEE	has the meaning defined in the Broad Based Black Economic Empowerment Act, No 53 of 2003;
BAFO	Means a defined process in which pre-qualified bidders will be required to produce a best and final offer based on bidder specific guidance as the basis of final selection of Preferred and Reserve Bidders.
Bid	means a proposal submitted by a Bidder in response to this RFQ or subsequent RFP
Bidder	means a bidder for this RFQ or a Pre-qualified Bidder who having received an RFP responds thereto by submitting a proposal to undertake the Project, or forms an intention to submit a proposal in response to the RFP;
Black Enterprise	means an enterprise that is at least 50.1% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
Black People	means African, Coloured, Indian and Chinese South African Citizens
Briefing Note	means a circular of the kind referred to in clause 5.8;
Cluster	means a cluster of Kopanong Precinct Buildings or vacant sites to be developed under the project.
Commercial Close	means the date of signature of a PPP Agreement for any cluster, and if signed on different dates, the last of such dates;
Consortium	means any group of persons wishing to be pre-qualified to bid to provide the Services that submit a response to this RFQ, irrespective of whether there is any formal agreement between them;

Constitution	means the Constitution of the Republic of South Africa Act 108 of 1996;
Department	means the Gauteng Department of Infrastructure Development (GDID)
Equity	means any and all issued shares (or to be issued) in the authorized share capital of the Private Party, the entire amount standing to the credit of the share premium account and the principal of any and all loans made by shareholders of the Private Party, whether or not such loans are evidenced by written agreements, debentures or other documentation;
Expression of Interest	has the meaning given in clause 5.1.1;
Financial Close	means the date, following Commercial Close, on which the last of the conditions precedent in the PPP Agreement is fulfilled for any cluster, or waived, as the case may be and financing documents become unconditional, funds become available;
FM Contractor	means the Key Contractor who will enter into a contract with the Private Party for the execution of the Private Party's obligations with regard to the provision of the Services during the operating period;
Government	means the Government of South Africa constituted in terms of the Constitution; any one or more of all three branches or spheres of government: national, provincial or municipal;
Key Contractor	means the Turnkey Contractor or the FM Service provider or any of their sub-contractors who in the Respondent's response undertakes (or is committed) to provide any one or more of the following goods and/or services in regard to the Project, namely design construction and commissioning of the facilities, or facilities management;
Lenders	means a financial institution (s) that will provide the financing to the Private Party in various capacities and in respect of various types of debt provided by them, under the financing agreements;
Member	means, with respect to a Respondent or Pre-qualified Bidder, which is a consortium, each member thereof; including each Relevant Entity and Key Contractor;
Management Control	means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of that enterprise;
PFMA	means, the Public Finance Management Act No 1 of 1999;
Payment Mechanism	Means a structure in the form of a matrix that sets out for each and every point of service delivery or work station the defined availability of service criteria and an associated portion of unitary allocated for the provision of the Services at that point of service, and (see Penalty Regime below). Unitary is defined as the sum of all of the full availability values for all of the points of service set out in the Payment Mechanism; inclusive of the cost of financing and capex costs of construction.
Penalty Regime	means for each point of service in the Payment Mechanism, a formula for assessing a penalty in money terms for any failure of availability, in whole or part at a defined point of service;
PPP	means a public-private partnership, as defined in the Treasury

	Regulations;
PPP Agreement	is the agreement to be entered into by the Department for the provision of the Services, as contemplated in Annexure 1;
Preferred Bidder	means the Pre-qualified Bidder who, following evaluation of its proposal in response to the RFP is selected by the Department as the party with whom to conclude a PPP Agreement;
Pre-Qualified Bidder	means each Respondent who is in due course pre-qualified to bid to provide the Services;
Private Party	means the successful Bidder who is awarded the right to undertake the Project and conclude the PPP Agreement;
Project	means the provision of the Services (entailing the design, construction, financing, operation and maintenance of a new working environment for the Department) under the proposed PPP Agreement;
Relevant Entity	means any member of the Respondent or Pre-Qualified Bidder that acquired or is committed to acquiring Equity in the Private Party;
Response	means a response submitted by a Respondent to this RFQ;
Respondent	means each entity that wishes to be pre-qualified to bid to provide the Services (whether it is a single organization or a consortium);
Reserve Bidder	A bidder appointed to for consideration in the event of failure of negotiations with the Preferred Bidder
RFP	means a Request for Proposals issued by the Department in relation to the Project, to be made available to Pre-qualified Bidders;
RFQ	means this Request for Pre-Qualifications to tender;
Serviced Accommodation	means (i) the provision of the physical working environment (refurbished and new buildings and precinct footprint in which the Department is to be accommodated and (ii) the provision, during the operation period of the PPP Agreement, of the Services contemplated in Annexure 1(Project Information); Services means the provision of Serviced Accommodation to the Department in accordance with the PPP Agreement, including, in the development period, the design, refurbishment ,construction, financing, and (ii) during the operation period, operation and maintenance of a new working environment;
Site(s)	A place where a structure or group of structures was, is, or is to be located. See annexure 2 for Project sites
Small Enterprise	means same as SMME below
SMME	means any Enterprise, which satisfies any of the criteria listed in National Small Business Act, 1996 (Act No 102 of 1996) for small, micro and very small or medium enterprises, based on the economic sector in which the activities undertaken by such an enterprise in

	relation to the Project falls;
Subcontractors	means the counter parties of the Private Party to the Subcontracting including the construction/refurbishment subcontractor, and the operations sub-contractor; and any sub-subcontractors for goods or services of whatever kind;
South Africa	means the Republic of South Africa, constituted in terms of the Constitution;
Turnkey Contractor	means the Key Contractor who will enter into a contract with the Private Party for the execution of the Private Party's obligations with regard to the design, construction and commissioning of the facilities, from which the Services will during the operating period be provided;
Treasury Regulations	National Treasury Regulations as promulgated in terms of the PFMA;
TA IIB	means Treasury Approval TA IIB given by National Treasury in terms of the PFMA and National Treasury Regulations;
Unitary Payment	means the amount (as a cost to the Department) to be paid by the Department to the Private Party for the delivery of the Services as per the PPP Agreement set up as a single or whole payment for the full Service requirement; subject to the provisions of the Payment Mechanism and Penalty Regime;
Value for Money	means that the provision of the Services (including the use of state property) by a Private Party in terms of the PPP Agreement that results in a net benefit to the Department defined in terms of cost, quality, quantity, risk transfer or a combination thereof;

1. PROJECT INFORMATION

1.1 PROJECT DESCRIPTION- PRINCIPLES AND STIPULATIONS

- 1.1.1 The Project entails the provision of Services on the Site(s), as generally set out in Annexure 1, Demonstration of Capacity to Deliver.
- 1.1.2 Respondents are invited and expected to propose creative and financially sustainable solutions for the provision of effective Serviced Accommodation for the Department based on holistic considerations within their own experience, of from all of the perspectives of serviced accommodation set out in Annexure 1 Demonstration of Capacity to Deliver.
- 1.1.3 The ultimate aim of the Project is to procure Private Parties to enter into PPP Agreements with the Department for delivery of the Services from among the pre-qualified bidders who demonstrate the greatest comparative level of skill and creativity in responding to this RFQ
- 1.1.4 The project is expected to be delivered in not less than 5 nor more than 7 clusters, final number to be determined in the TA1 submission to National Treasury for stipulation in the RFP.

Each cluster will be defined, inter alia, on the basis of the following principles:

- 1.1.5 Each cluster will combine components of high risk, intermediate risk and low risk on an equal and equitable opportunity basis such that no one cluster is materially less attractive commercially than another.
- 1.1.6 Each cluster will be a high value opportunity in the range of several hundred millions of rands.
- 1.1.7 There will be a single combined TA1 submission to National Treasury defining the project in terms of the three performance mandates of a PPP: affordability, risk transfer and value for money. Consistent with this there will be a single TA3 submission prior to financial close and final award of the first cluster in the project delivery phasing schedule to be developed by the Transaction Advisor
- 1.1.8 Each cluster will be formed as an SPV in its own right, with a construction JV and an operations management JV.
- 1.1.9 Each cluster JV must meet the specific BBBEE requirements of the project.
- 1.1.10 BBBEE subcontractors at this level will be expected to have business operating independence as appropriate in respect to second or lower lever procurements of services and materials, the extent of such independence, interdependence to be disclosed by SPV bidders for the clusters.
- 1.1.11 All SPV bidders for the clusters must submit a cash waterfalling analyses down through the procurement chain to the level of sub-sub-contractors. This will include materials as well as services
- 1.1.12 The Department will expect high BBBEE ownership of the project with a bid evaluation weighting benefit for bids providing ownership in excess of 30%.
- 1.1.13 Bidders will be allowed to bid on as many clusters as they choose, but no bidder will be awarded more than one cluster, with any variation of this stipulation at the sole and entire discretion of the GDID.
- 1.1.14 The work of the clusters will be phased to meet the logistics of decant processes to be determined by the Department noting that only 6 of the project buildings and two vacant sites are unoccupied and that In some cases departments or portions thereof may have to move more than once over the implementation period of a cluster.
- 1.1.15 On the ground logistical coherence issues within the precinct to ensure that the commercial and public life of the precinct is not unduly disturbed will be developed by the Department including the establishment of way leaves, street closings, lay down locations, orderly site establishment and other matters. These arrangements will be final in the RFP.

- 1.1.16 All of the clusters will be subject to a number of common non-negotiable commercial requirements. The FFE requirements will be materially the same across the precinct. Accordingly the Department will develop group buying strategies to be applied in cooperation with the cluster SPV's to ensure best price, best long lead priority, including possible direct procurement from the manufacturers rather than the individual suppliers of bidders (like interior design consultants). This approach may also be applied in respect to such matters as near or common site batch concrete mixing, etc. with the Department possibly providing near precinct locations for logistic support purposes.
- 1.1.17 The project will be driven by whole cost of occupancy/ownership principles over the whole life of the project post-handover by the construction JV's of each cluster to the operations management JV's who must manage all of the availability risk and life cycle risk issues arising. Accordingly, the opex JV's will have a leading role in the determination of functional design, with decisions made on the basis of the above principles.
- 1.1.18 The Department will consider the engagement of a single Independent Certifier for all of the Clusters to ensure a uniform interpretation of output specs common to all clusters.
- 1.1.19 There will be a design development phase, post financial close on each cluster based on PROCSA definitions otherwise appropriate.
- 1.1.20 Bidder may bid on as many clusters as they choose, but will be awarded no more than one cluster with the Department reserving the right to modify this stipulation at its entire discretion.
- 1.1.21 The Department reserves the right to modify or extend the Project Description at any time.
- 1.1.22 The Department reserves the right to implement a BAFO process in respect to any cluster bid, or not, at its entire discretion
- 1.1.23 Precinct wide green agenda components may result in whole precinct components that may be located in different clusters. The extent of this will be determined by the Department.
- 1.1.24 Notwithstanding the clustering process, the Department is building a Precinct with an identifiable foot print, not a collection of individual buildings. A common

perspective in this regard will be produced by the Department.

- 1.1.25 The Transaction Advisor, driven from the sustainable operations performance side, will remain in place over the entire procurement process to post-handover from the construction JV's to the Operations Management JV and the Immovable Assets division of the Department for its management over time.
- 1.1.26 Lenders may participate in any or all cluster.
- 1.1.27 The Department reserves the right at its entire discretion to fund 50% or more of the project cost as a capex contribution or a provincial borrowing.
- 1.1.28 The Department may, at its entire discretion, compel a debt competition in the event that any the lender funding package for any Preferred bidder is deemed not to be optimal in market terms in the sole judgement of the Department or its advisors.

1.3 DEPARTMENTAL VIEW ON THE PROJECT

- 1.3.1 For the potential investor (s), the Project offers an opportunity to provide the Department with the Serviced Accommodation for an anticipated period of 15 to 25 years as a PPP addressing, technical, legal, financial and BBBEE solutions for the Project.
- 1.3.2 The Department has resolved to adopt a PPP clustering model for procuring the Services to the Department, which will enhance the Department's capacity to provide outcomes effective and efficient performance of the Department and client department functions.
- 1.3.3 As with other PPP initiatives within South Africa, this Project aims to create a long term public-private-sector partnership compliant with the PFMA and applicable regulations and guidance relevant to the Provincial PPP transactions.
- 1.3.4 The Project will, amongst other things, seek to:
 - 1.3.4.1 establish acceptable allocation of risk between the Private Parties and the Department in line with applicable regulations and guidelines covering legal, finance, technical and BBBEE risks;
 - 1.3.4.2 produce contributions to value for money in excess of affordability through the generation of project cost offsetting third party rentals from residential occupancies to the full extent creatively feasible, as well as supporting quality of life occupancies for food service, entertainment and other features supporting robust early dawn to late night commercial activity 24/7.
- 1.3.5 The Private Parties will enter into PPP Agreements with the Department. The Private Parties will be single legal entities, resident in South Africa for tax purposes and competent to transact with the Department as such. Under the PPP Agreements, the Private Parties will undertake, for a period ranging from 15 to 25 years term subject to further analysis by the Transaction Advisor based on whole cost of

occupancy, IRR rates of return on investment and other factor sensitivity modeling, counting from handover of the first completed building or occupied portion of a cluster following Financial Close, to provide the Services.

- 1.3.6** **BIDDERS TAKE NOTE:** in the event that the Department is unable to conclude an agreement with a preferred bidder or a reserve bidder for any cluster, the Department reserves the right to seek a new private party or at its sole discretion to procure the affected cluster under a successor PPP Private Party or any other form of a project finance procurement of the project as a whole or as possibly sub divided into several procurements of whatever nature at the entire discretion of the Department.
- 1.3.7** The Private Party will be required to assume a substantial portion of all forms of project life-cycle risk (including design, construction, financing, operation, and maintenance risks). In the procurement of the Preferred Bidder the Department will place emphasis on the life cycle approach. Definitive requirements will be set out in the RFP.
- 1.3.8** Once Services have commenced, the Private Party will be entitled to receive a Unitary Payment for providing the Services in accordance with the provisions of the PPP Agreement. If the Services are provided but not to the required standard, the Department will be entitled to make performance deductions from the Unitary Payment in accordance with the PPP Agreement. The Department will be entitled to levy penalties for, and if not satisfactorily remedied, terminate the PPP Agreement for a specified level/frequency of unavailability or performance failure.

1.4 LEGAL REQUIREMENTS AND STATUTORY REGULATIONS

- 1.4.1** Respondents attention is drawn to the PFMA and Treasury Regulations pertaining to provincial PPPs and are advised that:
- (a) The PFMA and Treasury Regulations create and regulate the competency of Provincial Government to implement PPP projects. The Department's competency to implement this Project as clusters under a PPP has been established with reference to, *inter alia*, the Constitution, PFMA and Treasury Regulations;
 - (b) The Department may enter into a PPP Agreement, but only if the Department can demonstrate that the agreement will -
 - (i) provide Value for Money to the Department;
 - (ii) be affordable for the Department; and
 - (iii) transfer appropriate technical, operational and financial risk to the Private Party.
 - (c) the PPP Agreement must comply with any prescribed regulatory framework for PPPs in relation to Provincial Government;
 - (d) Procurement of the Project will be carried out following prescribed legislation, which includes the Constitution, the

Preferential Procurement Policy Framework Act, and the PFMA;

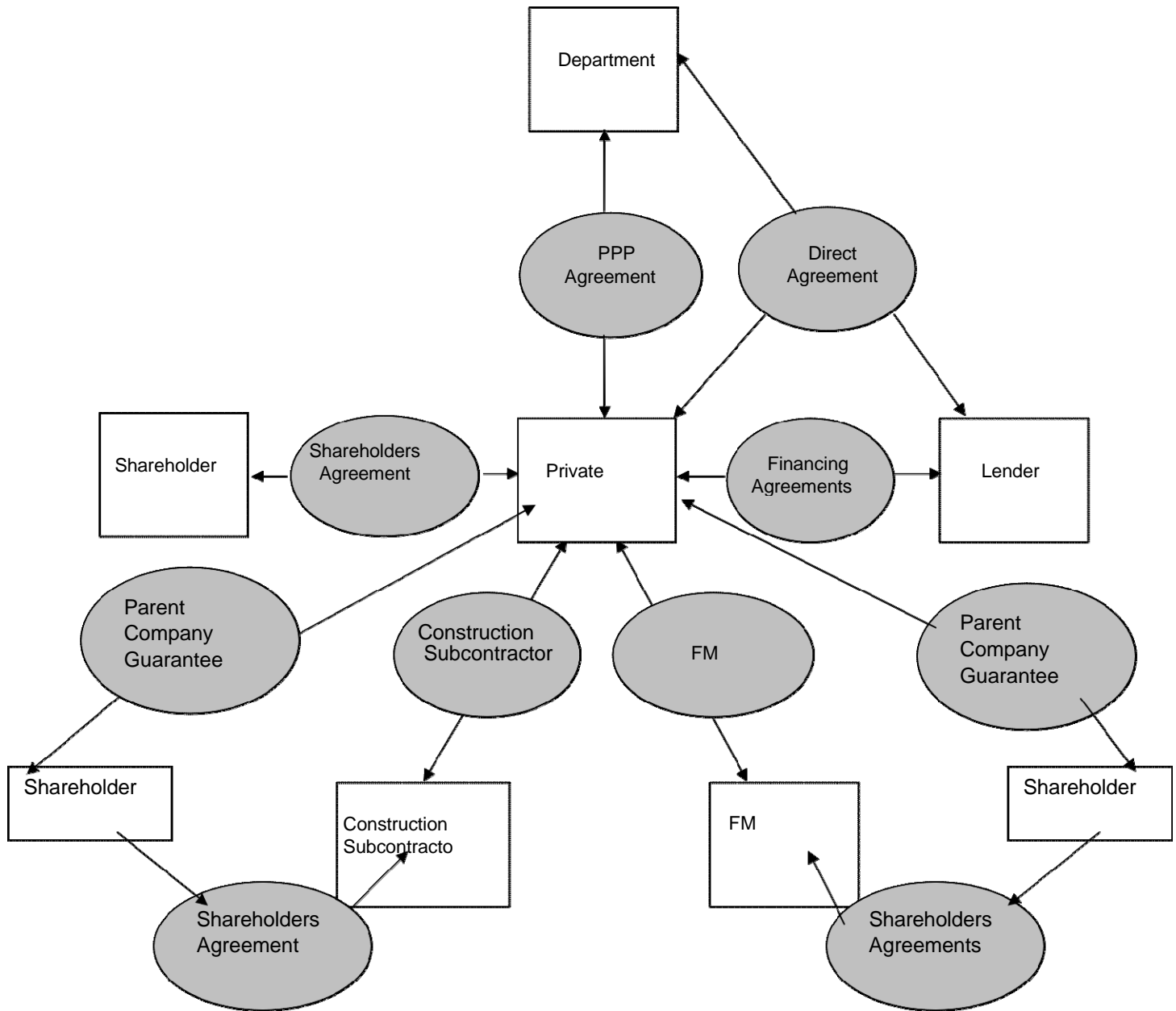
- (e) The PPP Agreement, once fully concluded shall constitute the entire agreement between the parties, and serve as the sole basis of determining the relationship between the parties in the implementation of the Project. No right of recourse shall exist other than as contained in the PPP agreement.

1.5 PPP AGREEMENT MANAGEMENT PLAN

- 1.5.1** Treasury Regulations require that the Department and the Private Parties jointly agree an Agreement Management Plan.
- 1.5.2** A final Agreement Management Plan for each cluster is a required component of the project's perfection of Financial Close for such cluster.

1.6 FINANCING

- 1.6.1** Substantial funding for the Project is to be provided by limited-recourse debt to be made available by lenders (other than the shareholders or related parties of the Private Parties who will look primarily to the cash flows generated from the Project (that is, the Unitary Payments to be made by the Department for the delivery of the Services) to service that debt. Since the cash flows generated in the Project will depend on the sustained delivery by the Private Party of the agreed services at the prescribed performance levels, the Lenders will be allowed to step-in and use their security arrangements to protect the sustained delivery of the Project and/or their debt. A direct agreement will be concluded between the Private Party and the Department to regulate the Lender(s) rights in respect to the Project, vis- à-vis the Department and the Private Parties
- 1.6.2** As indicated earlier in this RFQ at paragraph 1.1.27, the Department reserves the right at its entire discretion to fund the costs of the project to the extent of 50% or more, as a capex contribution or a provincial borrowing.
- 1.6.3** As also indicated earlier in this RFP at paragraph 1.1.28, the Department reserves the right to compel a debt competition if it concludes at its discretion that the lender package of any Preferred Bidder for any cluster does not reflect a best of market proposal, in the sole judgement of the Department or its Transaction Advisors.
- 1.6.4** The basic contractual arrangements posed by the funding structure referred to above are reflected in the following organogram of each cluster. A cluster interfacing process or body will be established by the Transaction Advisor.



- 1.6.5** The above assumptions reflect the basic funding structure for projects that are funded with limited-recourse debt, that is, on a project finance basis, and is typical for projects that are highly capital intensive. Additional security packages such as parent company guarantees and performance guarantees may be required to enable the financing of the Project.
- 1.6.6** Respondents are advised that Pre-qualified Bidders will be required, as part of their responses to the RFP, to propose and submit a robust financial proposal and model for the financing of the development entailing design, build, and operation of a new working environment for the Department(s) on the Site(s). The Private Party will not be entitled to encumber any of the Project assets (necessary to deliver the Services) to finance the Project.

1.7 TECHNICAL REQUIREMENTS

1.7.1 INTRODUCTION

- (a) The Project clusters will be structured around output specifications constituting the Department's requirements for the design, construction or refurbishment and commissioning of the Precinct and the provision of Serviced Accommodation by the Private Party ("Department's Requirements").
- (b) The Bidders will be required to submit as part of their Bids, a technical proposal responding to the Department's Requirements as these will be developed at the RFP stage. The Private Party will in the PPP Agreement assume the risk of its proposal being capable of meeting the Department's Requirements and the risk of complying with its proposal as well. This will include the risk of the design (including the duty to design in compliance with good industry practice), the compliance with legal requirements and procuring necessary consents.
- (c) Respondents' attention is drawn to the set of detailed, design, construction and facility management parameters in Annexure 1, Demonstration of Capacity to Deliver.

1.7.2 CONSTRUCTION JV RESPONSES

- (a) Respondents are required to submit as part of their Responses to this RFQ conceptual drawings demonstrating the Respondent's understanding and interpretation of the Department's accommodation needs as broadly provided for in this RFQ.
- (b) An explanation of how each of the project design elements and perspectives provided in Annexure 1, Demonstration of Capacity to Deliver were considered or applied by bidder in

articulating its proposed conceptual solution for delivery of the Kopanong Project (mandatory), supported by appropriate sketches or flow charts which must accompany the Respondent's Response to this RFQ.

- (c) Respondents are further required to submit an indicative site engineering, logistics and project delivery plan including a programme of phased deliveries and occupancy taking into account any challenges of decant. The plan must, in short, demonstrate Respondents capacity to meet the delivery requirements of the project in all of its dimensions.
- (d) In respect to the above (c) respondents must take account of the mandate of the Department that the project be delivered in distinct clusters or packages, each of which could be interpreted as tantamount to a PPP within a larger overarching PPP as set out in Annexure 1.

1.7.3 FM JV CONCEPTUAL PLANS FOR SUSTAINABLE QUALITY OF WORK LIFE ENVIRONMENT SERVICES LIFE CYCLE MAINTENANCE AND WHOLE COST OF OWNERSHIP.

- (a) The FM Contractors are required to provide a well-developed conceptual service delivery plan driven from an availability risk management point of view and an optimal whole cost of occupancy point of view.
- (b) This plans must address all of the soft and hard facilities management aspects set out in Annexure 1 Demonstration of Capacity to Deliver.
- (c) The plans must recognize the centrality of the Payment Mechanism and an associated Penalty Regime.
- (d) The FM Contractors are also required to provide an explanation of how each parameter of project delivery design in Annexure 1 Demonstration of Capacity to Deliver was considered or implemented in bidder's facilities management plans.
- (e) Beyond the above, Respondents may add whatever additional explanation, additional parameters considered or comment they like.

1.8 SOCIO-ECONOMIC DEVELOPMENT AND BBBEE OBJECTIVES

1.8.1 On 6 December 2006 Cabinet approved the gazetting of both phase 1 and phase 2 of the Codes of Good Practice ("the Codes"). Early this year [2007] Government intends to gazette the Codes after completion of the legal audit process.

1.8.2 An overview of the Codes, (PDF format), produced by the Department of Trade and Industry ("**DTI**") can be downloaded from the **DTI** web site at www.thedti.gov.za.

- 1.8.3** Respondents may be required, in the event that new Codes are promulgated during the RFQ phase to confirm that they have familiarized themselves with the provisions of this overview, the full text of the Codes and the Broad-Based Black Economic Empowerment Act No. 53 of 2003 (the Act and the Codes can be accessed and downloaded from the home page of the **DTI** web site) and the content of any relevant industry charters on the path to gazetting, such as the Construction Industry Charter. This requirement will be confirmed and communicated to Respondents by Briefing Note.
- 1.8.4** Respondents should take note that relevant charters in the pipeline may require alignment with the Codes once gazetted, and, in any case, the specific provisions of the Codes, as indicated in the attached overview from the **DTI**, require that, until and unless an Industry Charter has itself been gazetted, the provisions of the Codes shall apply.
- 1.8.5** On the basis of active discussions between the **DTI** and National Treasury, specific provisions for PPP's in respect of the BBEEE Act are anticipated, such provisions, aligned with the Codes, possibly to be gazetted separately.
- 1.8.6** The Department will promptly alert Respondents of any such promulgation by way of a Briefing Note.
- 1.8.7** Respondents will be required, the requirements of which will be confirmed and communicated to the Respondents
- 1.8.8** by Briefing Note to:
- 1.8.8.1** Provide a BBBEE profile of Members of the Consortium and all key Subcontractors or committed contractors otherwise part of a cluster Consortium, this profile to be guided by the form and content of tables included within the attached overview of the Codes at Schedule 1; and
- 1.8.8.2** Provide a plan indicating how Respondents intend to reach the targets set under the codes for years 0-5 and 6-10 as set out in the table on page 23 of the overview at Schedule 1

1.8 SUPPLY CHAIN MANAGEMENT POLICY, PFMA AND BBBEE ACT

- 1.8.1** The PFMA and Treasury Regulations require that PPP procurement be carried out in consistency with an approved Supply Chain Management Policy.
- 1.8.2** Section 10 of the BBBEE Act provides, *inter alia*, that:-
- (i) every organ of state and public entity must take into account, and as far as reasonably possible, apply any relevant code of good practice issued in terms of this Act in:-
- (1) developing and implementing a preferential

procurement policy; and

- (2) developing criteria for entering into partnerships with the private sector.

1.8.3 Any relevant changes to the Supply Chain Management Policy will be communicated by Briefing Note.

1.8.4 It is the intent of the Department that the project be compliant *inter alia* with the BBBEE Act, the, the PPPFA for applicable components, its Supply Chain Management Policy and any and all other legislation that may apply.

1.9 BBBEE AND PROVINCE/CITY PREFERENCE

1.9.1 The Department will require that all Members and committed Subcontractors produce evidence of compliance with all legislation otherwise setting out standards for equity and BBBEE.

1.9.2 The Department is seeking means to creating opportunities through of its Kopanong Precinct project for small construction, facility management and any other service providers.

1.9.3 Cluster Bidders will be required to take a view on how they could accommodate a number of such businesses, effectively using the project to provide a step ladder to these businesses that do not have capacity on their own to otherwise win even a small part of the work and cash flows to be generated by the Kopanong Precinct project clusters.

1.9.4 The Department will publicly invite Johannesburg based businesses with a trading presence in the City seeking opportunities within the project to submit capacity statements that will be placed in a publicly accessible on line data base accessible via www.gauteng.gov.za.

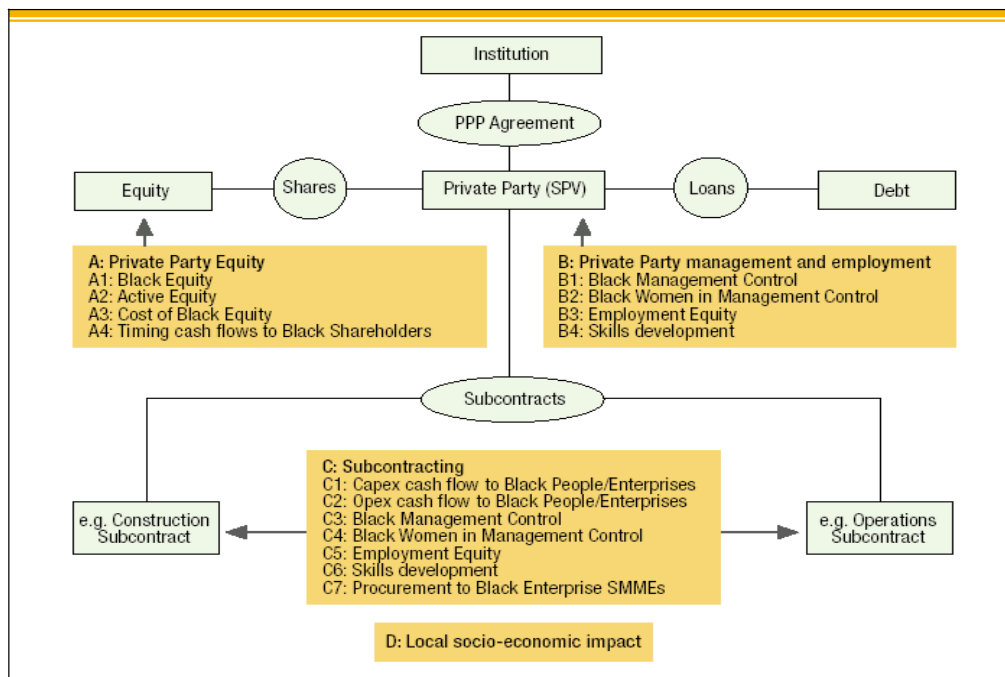
Expectations will be set for subcontracting BEE ownership new statute – BBBEE code of conduct practice 2015 – to be addressed by legal due diligence by the Transaction Advisor.

1.9.5 This will be required to be used by the Private Party.
Bidders will be required to prove that they have invited all parties on this data base to bid for any project work packages, or parts thereof, as these may be known or relevant at the RFQ stage, or anticipated later at the RFP phase of the Project.

1.9.6 Respondents are hereby informed that Bidders will be required to submit detailed work packages for work to be sub contracted or to be performed by Members directly with own resources, and that all firms listed on the data base above at that time must be informed of these work packages and invited to bid for any such packages or portions thereof.

1.9.7 The specific socio economic development objectives that the Department intends to pursue are in line with those envisaged in the Codes of Good Practice for Black Economic

Empowerment developed in respect of the Broad Based Black Economic Empowerment Act. The table below is provided to illustrate where such benefits might be obtained in a PPP structure:



1.10 MISCELLANEOUS

- 1.10.1 The financial commitments in the PPP Agreement shall be denominated in Rands. The Private Party will be responsible for and take the risk of currency, interest rate, and other fluctuations and will to that extent make provision within its costs to the Department the hedging arrangements required in relation to its obligations under the PPP Agreement.
- 1.10.2 The Respondents must therefore be familiar and equipped with the knowledge and resources for making such hedging arrangements.
- 1.10.3 The substantive and procedural laws of the Republic of South Africa in general, and in particular in relation to the Department, shall govern all matters arising out of or in connection with the Project and the Respondents to this RFQ are responsible for satisfying themselves with regard to the substantive and procedural laws of the Republic of South Africa relevant to the Project.

1.11 CONSORTIUM MEMBERSHIP

- 1.11.1 Respondents are referred to clause 5.9 of this RFQ for the Department’s requirements in respect of consortium membership.

- 1.11.2 Respondents' specific attention is drawn to the requirements for passive equity investors / funders to submit letters of participation per Annexure 5 Confirmation of Capacity and Commitment

Bidders must do a presentation to the Department during the RFQ process at a point to be communicated to bidders as a Briefing Note

2 PURPOSE OF THIS RFQ

- 2.1 The Department seeks Responses from experienced and committed consortia who wish to be pre-qualified and in due course be given the opportunity to tender for the Project.
- 2.2 This RFQ is issued by the Department in terms of the Treasury Regulations read with the PFMA, as the first formal step in a procurement process to ultimately procure Private Parties to enter into PPP Agreements for the provision of the design, construction, financing, maintenance and operation of serviced office accommodation to the Department.
- 2.3 The procurement of Private Parties to execute the Project will be undertaken in two phases, the first being this RFQ phase and the second being the RFP phase to follow, which may include (at the discretion of the Department) one or more stages including a best and final offer stage (BAFO).
- 2.4 Responses to this RFQ (unless rejected in accordance with clause 5.17) will be evaluated (in accordance with the process described in clause 6 to produce a shortlist of pre-qualified Respondents for each cluster (currently expected not to exceed more than 7 (seven) clusters in number, with the Department nevertheless reserving the right to pre-qualify a number of candidates for each cluster based on technical and financial capability (and certain other criteria – see clause 6) who will be issued with an RFP in due course, inviting them to submit Bids. A Preferred Bidder will then be selected for each cluster, who will conclude a PPP Agreement with the Department
- 2.5 This RFQ is, therefore, prepared and issued for the following purposes:
- (a) to set out the rules of participation in the response process referred to in this RFQ;
 - (b) to disseminate information to the prospective Respondents on the Project;
 - (c) to gather information from Respondents that is verifiable and can be evaluated for the purposes of pre-qualifying those Respondents for further participation in the procurement process; and
 - (d) to enable the Department to select, subject to 2.2 above, at best 3 (three) Pre-Qualified Bidders for each cluster:
 - (i) who are technically and financially qualified and meet the Department's empowerment criteria described within this RFQ;
 - (ii) who have sufficient experience, commitment and resources to prepare a RFP Response of the nature contemplated in this RFQ; and

- (iii) who demonstrate, to the satisfaction of the Department their ability to execute the Project in the manner contemplated in this RFQ.

3 PROCUREMENT FRAMEWORK

3.1 OUTLINE OF THE RFQ

This RFQ sets out:

- a) the information about the Project
- b) instructions to respondents (refer to clause 5);
- c) proposed procurement process (clause 4);
- d) a site plan provided in Annexure 2;
- e) the manner in which the procurement process is intended to be managed and the timetable therefore based on Annexure 3;
- f) a Demonstration of Capacity to Deliver (Annexure 1);
- g) Pre-qualification information to be supplied by Respondents per Annexure 5; and
- h) an evaluation process (refer to clause 6)
- i) a Bid Bond format in Annexure 4

Respondents must pay specific attention to the Annexures to this RFQ, and in particular ensure that they provide all of the information required to be submitted per Annexure 5.

PROCUREMENT PHASES

- (a) Annexure 3 provides information with regard to the procurement process to financial close. Respondents are required to pay specific attention to the contents of Annexure 3 and to respond with a proposed time frame reflecting their proposed project delivery plan for their cluster within the whole of the project
- (b) In summary, the procurement will follow the following key phases:
 -
 - (i) RFQ phase, during which Pre-qualified Bidders will be procured; this RFQ
 - (j) RFP phase, being the phase following the RFQ phase, during which the Department will issue RFP documents for procurement of separate Bidders as Preferred Bidders who

will negotiate PPP Agreements and other agreements relating to the Project and cluster which are required for Commercial Close and Financial Close.

4 THE PROCUREMENT PROCESS

4.1 GOALS

The procurement process is designed to be open, fair and transparent, to ensure effective competition in compliance with statutory requirements and any other requirements of the Department relating to procurement, and to produce for the Department a best of the best evaluation and selection process. Accordingly the individual clusters will be defined to include a mix of low, medium and higher risk elements.

4.2 GENERAL

The general proposed procurement process from issuance of this RFQ to financial close will be as set out in Annexure 3 to be applied in respect of each cluster.

4.3 CHANGES TO THE COMPOSITION OR CONTROL OF RESPONDENTS, PRE-QUALIFIED BIDDERS AND POST QUALIFICATION

4.3.1 Respondents and Pre-qualified Bidders must promptly notify the Department of any change in their composition or control or in the composition or control of Relevant Entities and/or Key Contractors from that set out in their response to this RFQ.

4.3.2 If a change in the composition or control of a Respondent, Pre-qualified Bidder, Bidder or Relevant Entity or Key Contractor of the kind referred to in clause 4.3.1 occurs, the Department may require the relevant Respondent, Pre-qualified Bidder, Relevant Entity or Key Contractor to supply further information in relation to the relevant change.

4.3.3 Subject to clause 4.3.4 below, if a change in the composition or control of a Respondent, Pre-qualified Bidder, Bidder, Relevant Entity or Key Contractor of the kind referred to in clause 6.3.1 occurs (without the consent of the Department), the Department shall (in its sole discretion) be entitled to disqualify the relevant Respondent, Pre-qualified Bidder, Relevant Entity and/or Key Contractor from further stages of the procurement process, or to allow any such persons to continue subject to such conditions as it may consider appropriate in the light of the possible implications of the relevant change of composition or control on the matters on which evaluation under clause 6 of this RFQ is based.

4.3.4 If a change in the composition or control of a Respondent, Pre-qualified Bidder, Bidder, Relevant Entity, Key Contractor or its Members of the kind referred to in clause 4.3.1 occurs without the prior approval of the Department such Respondent may be disqualified from further stages of the procurement process.

4.3.5 If as part of a change in the composition of a Respondent, Pre-qualified Bidder, Bidders, Relevant Entity, Key Contractor or its

Members , new entities are proposed to participate in relation to the execution of the Private Party obligations under the PPP Agreement, then such new entities shall be post-qualified in the following manner:-

- (a) a party seeking to post-qualify must, at the instance of a Respondent, Pre-Qualified Bidder or Bidder, submit relevant information per Annexure 5
- (b) the format of the submission of the party seeking to post-qualify must comply with the RFQ clause 5 Instructions to Respondents.
- (c) the post-qualification must be accompanied by a letter addressed by the party seeking to post-qualify to the Project Officer ("the post-qualification Response letter") stating –
 - i. that it wishes to be post-qualified and the name of the Respondent, Pre-Qualified Bidder or Bidder through which it wishes to be post-qualified;
 - ii. the capacity in which it wishes to be post-qualified, namely Relevant Entity, Key Contractor and/or Designated Member;
 - iii. that it has read and understood the RFQ and upon being post-qualified undertakes to be bound by the procurement rules set out therein and this post-qualification procedure;
 - iv. and declaring that the information furnished by it in its Response is correct;
 - v. and declaring that the information furnished by it in its Response is correct;
- (d) the Respondent, Pre-Qualified Bidder or Bidder through which the party seeking to post-qualify is applying for post-qualification must –
 - (i) indicate, by completing the appropriate RFQ Annexure 5 Response, any change in information in its Response on account of the application for post-qualification, complying with the appropriate Instructions to Respondents;
 - (ii) to the extent that any Respondent, Pre- Qualified Bidder or Bidder consortium member is withdrawing, furnish a letter addressed by such withdrawing member to the Project Officer confirming the cessation of its membership in the Respondent or Bidder and the effective date thereof;
 - (iii) address a covering letter to the Project Officer for the Project indicating its request to post-qualify a new party, the reasons therefore and the impact on the Respondent's, Pre-Qualified Bidder's or Bidder's consortium of the proposed change;
 - (iv) enclose with the covering letter its RFQ

Annexure 5 Response, if any, the post-qualification Response letter, the new party's RFQ Annexure 5 Response and the withdrawing party's cessation letter, if any, and deliver same to the Project Officer.

- (e) the Department will not consider any request for any extension of any procurement stage or phase on account of a post-qualified party(ies);
- (f) if the Department, in its sole discretion, considers that the credentials of the post-qualified party are sufficient, it may choose to allow such post-qualification;
- (g) the RFQ evaluation process and criteria which previously applied to Respondent's, Pre-Qualified Bidder's or Bidders will apply similarly to parties seeking to post-qualify. The Department reserves the right to clarify and/or request further information of the Respondent or Bidder and the party seeking post-qualification in considering and evaluating a request for post-qualification;
- (h) the Department will notify a party seeking to post-qualify, and the Respondent, Pre-Qualified Bidder or Bidder concerned, whether or not it has been successful in its application as soon as reasonably possible after receipt of the request for post-qualification. The Department's decision on this matter will be final and not subject to appeal; and
- (i) a decision to allow a party to post-qualify will be announced to all other Respondents, Pre-Qualified Bidder or Bidders by the Department.

4.3.6 If a change in the composition or control of a Respondent or Bidder or member of the Respondent, Pre-Qualified Bidder or Bidder occurs without the Department's prior consent, the Department shall (in its sole discretion) be entitled to disqualify the relevant Respondent or Bidder, or the specific member of the Respondent, Pre-Qualified Bidder or Bidder from further stages of the procurement process, or to allow any members of the Respondent or Bidder to continue subject to such conditions as it may consider appropriate in the light of the possible implications of the relevant change of composition or control on the matters on which evaluation under clause 6.1 is based.

4.4 PARTICIPATION IN MORE THAN ONE RESPONDENT

- 4.4.1 Subject to clause 4.4.2 no Respondent, Relevant Entity, Key Contractor or any other party (or entity) may be a member of, or in any way participate or be involved, whether directly or indirectly, in more than one Respondent, Pre-qualified Bidder or Bidder during any stage of the procurement process. A failure to comply with this requirement may result in the disqualification of all the Respondents, Pre-qualified Bidders, Bidders, Relevant Entities, Key Contractors, Designated Members, or any other entity involved.
- 4.4.2 Nothing contained in this clause shall prevent any of the BBBEE members associated with an unsuccessful Respondent or Bidder

from being eligible to participate, subject to compliance with Post-Qualification requirements, in the participation of the Pre-qualified Respondent or Preferred Bidder.

4.5 BID BOND

To mitigate the risk of Pre-Qualified Bidders dropping out of the process, the Department will require that a Bid Bond be secured through a local financial institution in the amount of R1 billion to be provided by all Pre-Qualified Bidders as a condition of receipt of the RFP documents. A formal appointment as a Pre-Qualified Bidder will be contingent on the provision of the Bid Bond being provided to the Department as set out in Annexure 4 to this RFQ.

The provisions of clause 4.3 and 4.4 shall continue to apply until the Department has issued RFP documents regulating the change in composition and Post Qualifications relevant to the Pre-Qualified Bidders, Relevant Entities, Key Contractors or any party or member of the Post Qualified Bidder referred to in clauses 4.3 and/or 4.4.

5 INSTRUCTIONS TO RESPONDENTS

5.1 NON-BINDING EXPRESSION OF INTEREST

5.1.1 Any person who obtained this RFQ from the Department and who shall, by having completed and submitted the required form to the Department titled 'Non-Binding Expression of Interest':¹

- (a) identifying themselves;
- (b) identifying their private party;
- (c) setting out their contact details; and
- (d) interest and/or professional discipline (s) in respect of the Project,

be deemed to have submitted a non-binding expression of interest (an "Expression of Interest"). It being recorded that the details submitted in the Expression of Interest shall be published by the Department on the Department Website to enable all interested parties to access obtained details of other parties who have expressed interest in the RFQ.

5.1.2 Briefing Notes will only be circulated (at the time when they are issued) to (i) persons who submitted an Expression of Interest; and (ii) in the case of a Briefing Note consisting of a written response to a request for clarification, the person making the request. In circumstances where a Briefing Note has been issued before the date on which a prospective Respondent submits an Expression of Interest, such Briefing Note will be provided to such prospective Respondent following receipt of its Expression of Interest.

5.1.3 Any person or group of persons who obtain this RFQ without having submitted an Expression of Interest will not be prohibited from submitting a response to this RFQ in consortium with a person, or groups of persons who submitted an Expression of Interest. However the person(s) who did not submit an Expression of Interest shall have denied themselves the benefit of Briefing Notes

envisaged in clause 5.1.2 above.

5.2 FORMAT OF RESPONSES

5.2.1 All responses to the information requested in this RFQ must be submitted in the manner requested and provided for in Annexure 5 to this RFQ

5.2.2 All applications for pre-qualification to this RFQ must be hard copy documents in English accompanied by an electronic version thereof on two separate CD's one read only, another that is not write protected containing the submission in electronic machine readable format as a Microsoft Office file(s) (MS Word or Excel in the format provided with this RFQ), or such other software agreed to by the Department prior to submission of Responses all to be contained in a sealed envelope/package (to be submitted to the address recorded in clause 5.4 below) plainly marked on the outside with only the following:

- Tender Number to be inserted; and
- Description of tender: "Request for Pre-qualifications (RFQ) for Kopanong Precinct Procurement of Private Party Consortia to Deliver the Project as Clustered and manage the Cluster Buildings under a PPP Procurement of Serviced Accommodation".

5.2.3 The covering letter accompanying the submission must be marked for the attention of the Project Officer and delivered to the address recorded in clause 5.4, and must be as provided for as part of Annexure 5.

5.2.4 1 (one) electronic version, 1 (one) hard copy original, marked as the original, (including all appendices and annexes thereto) are to be submitted in the required format, at the address and on a date no later than the date and time set out in clause 5.4. No electronic Responses are permitted without accompanying hard copy documents, and the Department will not accept any response(s) sought to be submitted only electronically.

5.2.5 Responses must be in English, typed in A4 format, vertically bound or filed in loose leaf and set out as follows:

5.2.5.1 Covering letter of Application

5.2.5.2 Volume 1 - Completed information as per Annexure 5

5.2.5.3 Volume 2 - Other Documentation

5.2.6 A duly authorized person must sign all responses on behalf of the Respondent and each Relevant Entity. Proof of such authorization by the board of directors (or equivalent) of the Respondent and each Relevant Entity and copies of appropriate resolutions, properly signed and certified by a duly authorized officer of such entity must accompany the relevant submission.

5.2.7 Respondents may submit complementary or even unrelated material with their Responses, as they consider appropriate. The Department's evaluation teams will be under no obligation to consider or review such materials and such material will, in any event, not be considered until the formal RFQ evaluation and selection process has been completed. All such material including annexes may be submitted in hard copy form, in a separate package clearly marked "Non-Mandatory R F Q Response Material", or similar title.

5.2.8 No cross-referencing will be permitted within the RFQ Responses to other sections of the relevant submission. Although adherence to this requirement may produce a lengthier document, it will provide a practical document for the Department's evaluation teams. Redundancy is required to avoid any need to seek forwards or backwards to confirm content

5.3 REQUIREMENTS IN RELATION TO QUESTIONNAIRE (ANNEXURE 5)

Respondents must provide the requested information in full, providing the required level of detail (if one is stipulated)

5.4 SUBMISSION PERIOD AND MANNER OF SUBMISSION

Responses must be deposited in the tender box or at the tender office counter when open at Imbumba House, 75 Fox Street, Marshalltown, Ground Floor, Tender Issue Desk by **NO LATER THAN 11H00 (AM) ON 06 MAY 2016**. Telegraphic, facsimile or electronic mail Responses will not be considered as Responses to this RFQ. The Department may, at its sole discretion, extend the closing date and time for the submission of Responses. Any extensions granted will be notified, by Briefing Note and granted to all Respondents.

5.5 LATE RESPONSES

Responses received after the Department date and/or time referred to in clause 5.4 will be rejected by the Department on the basis of the late submission of such Responses.

5.6 NO CONTACT POLICY

Respondents, Members, their agents and advisers and related parties must not contact the employees, advisers of the Department or any of the Department's official(s) (except the official referred to in clause 5.19 below for those purposes) who may be associated with the Project or its solicitation, without the prior written approval of the Department, save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to the Project or its solicitation. This No Contact Policy does not apply to any information deemed to be in the public domain, or which is readily available from organs of State, which are the repository of such public information.

5.7 ADDITIONAL INFORMATION

The Department reserves the right after the closing date for submissions of Responses to seek such further information from Respondents, Relevant Entities, Key Contractors or Members as it determines is required in its absolute and sole discretion.

5.8 BRIEFING NOTES

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

5.9 STATUS AND COMPOSITION OF RESPONDENTS

5.9.1 Since the relationships between a Respondent or Bidder and the parties (Members, sponsors, sub-contractors etc.) upon which the technical and financial capability and standing of the Respondent or Bidder depends, and between those parties themselves can take a variety of forms, the Department has not sought to define a minimum membership requirement for Respondents. Instead, it is up to Respondents to identify the entity or entities whose credentials they will ultimately be relying on to ensure execution of each major aspect of the Project and delivery of each major aspect of the Services, and then demonstrate that they will be able to call upon such entity in the manner contemplated. See further Annexure 5. It is anticipated that each Respondent or Bidder will involve and/or have contractual arrangements with (amongst others), the following private sector entities, in no order of importance -

- operations JV
- construction JV
- engineering / design consultants
- finance/ lenders
- passive equity participants/investors

5.10 INDEPENDENT SUBMISSION

By responding to this RFQ each Respondent, Relevant Entity and Key Contractor certifies that:

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

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

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

5.11 CHANGES

The Department reserves the right to amend this RFQ by issuance of a Briefing Note(s) prior to the final date for submissions of Responses.

5.12 RESOLICITATION

If the Department elects not to pre-qualify any Respondents it may, at its sole

discretion, re-solicit for the Project or to proceed at its entire discretion with an own resources procurement, a new PPP or any other alternate form of procurement for the project.

5.13 SOLE PROPERTY

5.13.1 All materials and data which are submitted by the Respondents shall become the sole property of the Department, with the exception of (i) [the confidential financial capacity statements (which shall be returned to unsuccessful Respondents following short-listing, and to unsuccessful Bidders following selection of a preferred Bidder)] and (ii) material, trade secrets or other proprietary information which are subject to copy rights or other proprietary rights of the Respondent or its Member(s) and clearly identified as such by the Respondents. The Respondents shall by submission of their Responses indemnify the Department and hold it harmless from any claim or liability and defend any action brought against the Department for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person therefore seeking access thereto, or its access or reference to any material and/or data submitted by the Respondents for purposes of or in connection with the Project.

5.13.2 The Department undertakes to keep confidential all information received from any Respondent which is clearly identified as confidential in such Respondent's submission and which is not already in the public domain or in the hands of the Department or required to be disclosed by legal or regulatory requirements on the condition that the Respondent provides the Department with a written undertaking in its submission to indemnify the Department in respect of any claim or liability and defend any action brought against the Department for its refusal to disclose the relevant materials/data to any person seeking access thereto. Failure to include such an undertaking shall be deemed to be a waiver of the Respondents' right to exemption from disclosure and to authorize Government to provide a copy of the relevant materials/data or any part thereof to the requester.

5.14 NO PARTNERSHIP; NO OFFER

5.14.1 This RFQ is not an offer to enter into contractual relations but merely a solicitation of Responses to be pre-qualified.

5.14.2 No Response to this RFQ shall constitute an offer to enter into a contract or into a partnership with the Department.

5.15 FAILURE TO COMPLY WITH MANDATORY REQUIREMENTS AND RULES

Any material failure on the part of a Respondent to comply with mandatory requirements set out in this RFQ may result in a Response being treated as non-compliant. Non-compliant Responses may be rejected without being further evaluated.

5.16 INCORRECT OR MISLEADING INFORMATION

The evaluation committee may disqualify any Respondent and/or revoke any decision in respect of the pre-qualification of any Respondent, Relevant Entity

or Key Contractor if such decision was based on incorrect information which the Respondent, a Relevant Entity, a Key Contractor or any of their constituent members, advisers and/or agents, provided in response to this RFQ.

5.17 OTHER GROUNDS FOR DISQUALIFICATION

The following events, in addition to any other events contained in this RFQ, constitute (without being exhaustive) those grounds upon which a Respondent or Bidder (or if appropriate in the Department's determination, any member thereof) may be disqualified at any stage of the Project procurement process -

- 5.17.1 an infringement of the Confidentiality Undertaking by any Respondent, Member or any director, officer, agent, trustee or adviser of the Respondent and/or Member;
- 5.17.2 past, present, or future participation by any Respondent, Member or any director, officer, agent, trustee or adviser of the Respondent and/or Member in any activity which may constitute corruption, bribery or impropriety, during the Project procurement process, or any other government procurement process;
- 5.17.3 an infringement by any Respondent, Member or any director, officer, agent, trustee or adviser of the Respondent and/or
- 5.17.4 Member of any one or more of clause 5.6 (*No Contact Policy*) above, clause 5.10 (*Independent Submission*), or clause 5.16 (*Incorrect or Misleading Information*) or any portion of such clause(s).

5.18 CONFLICT OF INTEREST

To provide for any conflict of interest, no member of the Respondent shall be a member of, or in any way participate or be involved in (directly or indirectly) another consortium at any stage of the procurement process.

5.19 QUERIES RELATING TO PROCUREMENT PROCESS

Any queries relating to this RFQ or the procurement process should be addressed by fax or email, email receipt requested to reach him no later than 11h00 on the 29th April 2016, marked for the attention of the designated member of the Department's Supply Chain Department with a copy to the Project Officer

Email: manare.rapodile@gauteng.gov.za

E-mail: peteraborn@yahoo.com

Queries will be responded to in writing, and the written query and response will be distributed to those prospective Respondents who have registered their Expression of Interest.

The RFQ evaluation process will be materially consistent with the provisions of the Supply Chain Management Policy and PPP Guidance as set out in Module 5 of the PPP Manual from National Treasury as this was promulgated for application to PFMA based PPP's and, further noting, that criteria and weighting are project specific. It is the intent of the Department to pre-qualify three or more bidders for advancement to the RFP phase for each cluster.

6.1 EVALUATION CRITERIA, SCORING, WEIGHTING AND PROCESS

6.1.1 The objective is to identify the Respondents who, based on their Responses have demonstrated the required knowledge, discipline, specific expertise, skills, experience, engineering and logistics capacity to meet the requirements for submission of Bids, and, who appear most able to provide innovative RFP Bids if pre-qualified to participate in the RFP phase, and who have demonstrated the ability to interface the facility management services with the construction activities on site. . The evaluation of Responses will be undertaken in the manner set out in Clause 6.9 as guided by the relevant provisions of the Department Supply Chain Management Policy and Treasury practice notes for PPP's, specifically the PPP Manual as published by National Treasury

A failure to respond adequately to any of the following aspects may be treated as a non-compliant response as contemplated in Clause 5.15. Responses to this RFQ will be reviewed and analyzed in respect to the following perspectives which will inform and be taken into account within the overall scoring model below at Clause 6.5:

6.1.1.1 RESPONDENT STRUCTURE AND CAPABILITY

This will be based on the evaluation of the Respondent's structure, details, information provided with regard to the Relevant Entity, Key Contractor to assess technical delivery capacity, relevant to service accommodation PPP's in particular respect to (i) experience of the Respondents' Key Contractors (ii) degree of experience of working on government HQ serviced accommodation projects, (iii) contractual arrangements proposed for the structuring of the project (iv) the legal competency of the persons or entities that constitute the Respondent or the Relevant Entities or the Key Contractor in submitting the proposal.

6.1.1.2 DELIVERABILITY

This will be based on the evaluation of, *inter alia*, the Respondent's hands on experience in delivered projects (that is projects achieving financial close and projects carried to: handover to the operations sub-contract on final certificate of the Independent Certifier, and further carried into the operations phase to a full hand over point stated in bidder responses, that the members of the Respondent may or may not have worked together or individually as indicated in the appropriate information provided per Annexure 5 Including the Turnkey Contractor's hands on experience in delivered serviced accommodation office PPP projects

6.1.1.3 PROJECT AWARENESS

To be evaluated on the extent to which bidder's proposal

reflects broad and detailed understanding of this RFQ, its provisions, and information set out in supporting documents as annexures, documents provided in the virtual data room or other sources of relevant information cited by bidder in respect of other projects deemed relevant by bidder.

6.1.1.4 SOCIO-ECONOMIC DEVELOPMENT

Bidders will be assumed to be fully conversant to achieved best practice in relevant serviced accommodation PPP projects. Accordingly the department will evaluate bidder submissions on the comprehensiveness and depth of detail provided relative to the unique requirements and challenges of the Kopanong Project as perceived and cited by bidder in its submission. Bids will be comparatively evaluated in respect to the quality, breadth and relevant detail as above

6.1.1.5 CONSORTIUM STRUCTURE

Information in respect to extent of hands on experience in respect to the areas of comparative evaluation is to be provided by Respondents, and their respective Relevant Entities and Key Contractors and Committed Subcontractors by way of responses to Annexure 5. The nature of each category is indicatively summarized below. Bidders will be expected to be independently experienced and knowledgeable, by hands on experience in delivered projects in all of the below.

6.2 TECHNICAL

BIDDERS TAKE NOTE: In respect to technical capacity to deliver in terms of responses to the Demonstration of Capacity to Deliver (Annexure 1), that bidders will not be evaluated separately on each element of expertise needed to deliver the project to the full intent of the output specifications and commercial requirements to be developed at the RFP phase, but will rather be evaluated on the overall quality of their response to Annexure 1, Demonstration of Capacity to Deliver and to the quality of other reports called for in this RFQ.

Bidders will nevertheless be required to take cognizance of each of the aspects of delivery capacity or expertise set out in Annexure 1 along with other elements not included in that list but which bidder believes to be of importance for successful delivery to the full intent of the output specifications as these are understood by bidder.

For each element as set out in Annexure 1 this to be supplemented by areas of technical challenge or relevance deemed by bidder to also be relevant, these added as a supplement to the Department's list, there must be a statement of understanding for each setting out how, in respect of bidder experience or bidder's proposal, each element has been considered and addressed as part of bidder's proposal, that is bidder's project delivery plan and programme to financial close, with respect to each relevant stage of the Generic Life Cycle of a PPP in the context of a solution based on full cost of occupancy and life cycle refresh.

For the avoidance of doubt, the Department does not intend to be prescriptive in the above regard, leaving bidder full latitude to introduce its own vision and strategy for delivery of the project that is to demonstrate innovation and problem solving capacity above and beyond that possessed by the Department

itself

6.3 FINANCIAL STRUCTURE CAPABILITY

A general understanding of PPP financial structuring, modeling and all other aspects of PPP limited recourse financing for such projects is expected as a given.

Comparative scoring will be based on Bidders' comparative hands on experience in the delivery of government HQ serviced accommodation projects in South Africa, and to lesser extent in other jurisdictions to the extent that such hands on experience is comparable.

Examples of challenges creatively overcome in respect of prior projects (or well advanced projects underway) will be deemed indications of comparative bidder strength and depth of practical coal face experience.

The department defines experience to mean direct experience of the bidder and its finance team in reaching financial close at or below the anticipated affordability level, and further demonstrating both appropriate risk transfer (costed) and value for money (calculated).

6.4 SOCIO-ECONOMIC DEVELOPMENT

6.4.1 Bidders will be expected to be fully familiar with all aspects of the socio economic capacity of PPP projects, in particular, in terms of socio economic capacity in general, like CBD transformation, for one broad example, but to be intimately familiar with the capacity of PPP's to deliver not only minimal compliance with relevant legislation, but local preference schemes, small business empowerment schemes, for example but also the power of PPP' but in areas of career growth, ownership (equity), sub-contracting, sub-subcontracting and capacity building in all of its aspect as shown in achieved practice in South Africa or in other jurisdictions.

Compliance with legislation will be taken as a given. The Department will treat compliance as a tick off issue. Comparative evaluation will be based on bidder proposals as they go beyond compliance.

As to ownership, the department will expect all proposals to achieve an overall private party BBEEE ownership threshold of 30%.

In any area of lesser BBEEE participation, the Department will as second tier threshold, expect ownership at 26%. Lesser levels by some entities is acceptable as part of an overall package of ownership at 30%.

While the Department will expect to know the cash flow waterfalling to second tier subcontracting, it is also vitally interested in the cash flows to lower levels in the "food" chain of the project all the way to informal businesses, or to minimal participation opportunities for the lesser skilled or unskilled residents of the CBD who might somehow be provided with positive experiences arising from the project as it emerges as a land mark project in the Johannesburg CBD. Again compliance will be expected, creative achievement beyond mere compliance will invite higher comparative scoring by the Department.

Further guidance in respect to incentive scoring or comparative weighting for creative performance beyond minimal compliance will be articulated as a Briefing Note to all entities collecting copies of the RFQ bid package

6.4.2 Respondents will be required to substantiate

6.4.2.1 written commitments in place for the required and proposed targets of BBBEE participation in the private party and the first-tier subcontracts, as well as lower tiers providing verifiable information to substantiate BBBEE credentials;

6.4.2.2 evidence that they have the ability to secure the targets of black Management Control required for the Private Party and the first or lower tier subcontracts as may be proposed, that relevant members of the Respondent have demonstrable track records devising and implementing local socio-economic programmes as part of their operations;

6.4.2.3 that relevant members of the Respondent individually are compliant with the provisions of the Employment Equity Act, 1998, and can demonstrate their own track record in BBBEE, and

6.4.2.4 That they have the relevant skill, knowledge and expertise to comply with the BBBEE Act, Charters relevant to the Respondent and subcontracting arrangements referred to in Clause 6.8 below.

Tender Requirements

All respondents who submit responsive submissions are required to comply with the following:

- a) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations;
- b) submit audited financial statements for the preceding three years which are in accordance with legislative requirements;

If the criteria as per item b) are being met by reference to any other companies, whether current or intended shareholders or partners, then these companies must submit the same information.

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

- c) do not have any of their directors/shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) have not abused GDED or any government stakeholder's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;
- e) in the case of existing companies, certificates issued by the relevant governmental authorities, or other competent authority of the jurisdiction or jurisdictions where the interested party is incorporated and operates or does business, evidencing that the interested party is a corporation duly organised, validly existing and in good standing in such jurisdiction;

- f) A sworn declaration of the Interested Party signed by a duly authorised representative of the Interested Party, with the following information:
- i. Statement that all the information and documentation submitted in connection with the Tender are true, accurate and complete;
 - ii. Statement that there does not exist any conflict of interest which would prevent the Interested Party or any of its Shareholders or Partners from contracting with GDED or any government stakeholder;
 - iii. Statement that the Interested Party or any of its Partners or Shareholders has not been the subject of any bankruptcy proceedings, re-organisations for the benefit of creditors, or similar proceedings within the last 5 years;
 - iv. Statement that, since the date of the Interested Party's last audited reports and financial statements, or those of the members or Shareholders of the Interested Party, submitted pursuant to item b), there have not been any material adverse changes thereto.

EVALUATION METHODOLOGY

- i. Evaluation of bids will be done in a two stage process as per requirements of Circular No. 2 of 2010:
- ii Stage One (1) will be the evaluation of bids on Administrative Compliance . During this stage bids that do not meet the minimum threshold shall be disqualified and will not be considered for further evaluation.
- iii Stage Two (2) evaluations will be based on Functionality

STAGE 1: Administrative Compliance

- Submission of Proposal
- Bid Commitment and Declaration of interest Form should be signed by the Bidder (RFP 04)
- Outsourcing of services bidders are required to submit a letter of consent or j/v agreement/memorandum of understanding from the other service provider

Bids that do not comply with the above requirements shall be eliminated and be regarded as non-responsive.

iv Mandatory Documents:

- Certified copy of BBBEE Status Level Verification Certificate or letter from the registered auditor.
- Latest Audited Financial Statements.
- Original Valid Tax Clearance Certificate

NOTE: Failure to attach the required documents may result in your proposal being disqualified.

STAGE 2: Functionality / Technical Evaluation

A total of 100 points is allocated for stage 2.

This information will be used for evaluation purposes.

NOTE: The threshold for this part of the evaluation is 70 points; any bidder who fails to comply will be automatically eliminated.

6.5 EVALUATION PROCESS AND WEIGHTIING

- 6.5.1 Subject to clause 2.4, no more than 3 (three) Respondents, in terms of ranking derived using the scores and weights herein outlined, will qualify for an invitation to receive the RFP for purposes of submitting a proposal in response thereto. Notwithstanding this intent, the Department reserves the right at its sole discretion to pre-qualify additional bidders for the RFP
- 6.5.2 All scoring as such will be based on a scale of 0 to 100 with thresholds of comparative merit defined as set out in the table
- 6.5.3 Over and above the scoring as above, a weighting factor will be applied i.r.o comparative criticality of one aspect over another.

As indicated above bids will be evaluated as total solutions to the output specifications and commercial requirements, the latter generally deemed tick box items.

Independently of proposals from the prospective PPP partners, the Department will internally generate, or have independently generated, an Independent Value for Money Assessment of the Project from a real property investment point of view as a bench marking exercise.

The weighting model for scoring and comparative evaluation of bidder proposals, all points of information as set out above taken into account will be as follows:

- 40 Total technical, sub divided into Capex and Opex
 - 15 Construction JV
 - 25 Operations JV
- 20 Financial proposal
- 20 Legal Proposal
- 20 BBEEE proposal
- 100 TOTAL**

Please Note that a minimum score of 70% is required per each category in order to advance to further evaluation. Bidders that do NOT meet the minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

RFQ

KOPANONG PRECINCT

PROJECT ANNEXURES

ANNEXURE 1:

DEMONSTRATION OF CAPACITY TO DELIVER

KOPANONG PRECINCT PPP

INTRODUCTION

The goals and objectives of the Kopanong Precinct Project as a game changer project- as a catalyst and demonstration project for the sustainable revitalization of the Johannesburg CBD- as a model of how government can achieve not only spatial efficiency in the use of fully serviced office accommodation; but amplifying that spatial efficiency with organizational cost effectiveness and increased productivity of its human resources complement in Batho Pele terms, is largely set out or implied in the array of project reports and studies generated by the project over its long gestation period from 2001, as well as in the accumulation of decision support documents included in the project virtual data room.

Notwithstanding that the documents of reference for bidder attention in the data room include straight forward heritage assessments of the Kopanong Precinct Buildings carried out by a qualified independent heritage assessor, the Project has not as yet completed for Transaction Advisor guidance an explicit vision statement in respect to what the Project Steering Committee has in fact concluded as of the very essence of, the foundation of the Kopanong Precinct Project, that is not only heritage issues as these are set out in law under SAHRA and local custodians such as PHRA-G, but the broader issues of where we came from and where we are going, the history of the Precinct buildings, the history of the land on which they were built, why they were built, by whom, for whom. All of this now in context of the Department's vision of its future and how the Kopanong Project must be contextualized within that vision.

Accordingly, the Project Steering Committee has identified issues of heritage and vision as critical perspectives for memorialization in the precinct of its history on the one hand and its vision as a stepping stone to a new history, with new makers of that history in the here and now, and those who will follow.

The Project will thus endeavor, and expect our Transaction Advisors and our ultimate Private Party PPP Partners to recognize memorialize and perpetuate the line of history of the Precinct from what preceded it, through what it has become, to what it will now become as one corner stone in the CBD of a new history in the making.

Beyond history and heritage issues as such, the Department has mandated that an African Theming plan be articulated as a stand-alone proposal by the PPP RFQ respondents. The successful Transaction Advisor will take cognizance of this African Theming plan when it becomes available in due course.

It is thus expected that both Transaction Advisor and Private Party candidates responding to the RFQ for pre-qualification will engage an appropriately qualified history/heritage advisors in respect to the above.

In recognition of the overarching importance of the above, the Project has nevertheless concluded bidders must provide a statement of their collective thinking on the history to heritage issues above, and, of course, to offer comment in respect to how to address the heritage challenges of the affected precinct buildings as part of requirements set out below for reports on site visits and building walk throughs.

Notwithstanding the breadth of vision set out in the Data Room documents, bidders are charged, as a requirement of this RFQ, that: they not only thoroughly unpack the vision present in documents of record, but offer suggestions for the expansion, extension, deepening of that vision in terms of the many outcomes that could be catalyzed by the project, that the Province itself may not yet have articulated or perceived.

Walk throughs of the precinct and all of its buildings are of the essence as a source of perspective for the RFQ bidders as they prepare their bids.

On the basis of the precinct walk around and walk throughs of the individual buildings, bidders must produce a preliminary architectural programming and refurbishment assessment report identifying the challenges of refurbishment as close to new building standards and state of the art space planning and workplace management parameters as possible.

Head count numbers used in the Procurement Options study already conducted by the Province and components provided in the Data Room, are indicative only. A more accurate, warm body head count will be provided by GDID in a Briefing Note

Bidders RFQ responses will be evaluated, among other elements of comparative evaluation, in terms of its acumen and capacity for visionary or out of the box thinking on the one hand, and, , as well, their capacity to articulate the project with respect to its phased construction on a fast track basis, anticipating not just a once off hand over on completion of construction and occupancy, but sustained value for money operations management on a full life cycle replacement, even extension basis, over the entire term of the PPP to well beyond the current 2030 development horizon of the Province.

The provisions of this RFQ are meant to elicit bidder responses that demonstrate the depth and breadth of their own coal face experience and skills set competence in delivering serviced accommodation PPP's

MANDATORY BRIEFING SESSION

The session will be scheduled within ten days after advertisement of this RFQ. A question and answer session will be included.

The answers to questions or requests for clarification posed during that session will be shared by Briefing Note to all bidders.

MANDATORY SITE VISITS

A Precinct walk around, followed by top to bottom floor by floor inspections of all of the buildings, and a stop at the two vacant sites will be promptly scheduled after the Briefing Session.

- | | | |
|-----------|---|----------|
| 1. | Project Delivery Plan Parameters | 4 |
|-----------|---|----------|
- 1.1 Indicative parameters included with this Demonstration of Capacity to Deliver, though sufficiently representative of Project intent as of issuance of the RFQ are not the output specs as such for tender as these will be definitively be set out in the RFP to be given to the short list of pre-qualified bidders selected during this RFQ phase of the Project based on work to be carried out by the Transaction Advisors once on board.
 - 1.2 Again, for the avoidance of doubt, output specs and any of these stipulated as commercial requirements as such for tender will be issued with the RFP only.
 - 1.3 RFQ Respondents are forewarned that the Department believes that the separation of output specs into separate packages, one for the design, and construction and another one the facility management, notwithstanding that this is received practice, it should not be construed as creating an intention to procurement of buildings as a separate outcome for a PPP project. Such an impression would be artificial, even conceptually flawed, and value for money eroding in the context of the clear intent of PPP's to procure in the main sustainable accommodation services offered on a whole cost of occupancy, life cycle refresh basis. The buildings are simply a means to the objective of the procurement.

- 1.4 The occupancy services themselves, traditionally narrowly thought of as “facilities management” services, must be designed and managed from the outset as a holistic exercise in availability risk mitigation and management over the whole term of the concession.
- 1.5 Clearly, therefore, the design build process, in all of its aspects, from architectural brief to turnkey handover to the operators must not only be a seamless process but a single fully integrated process to produce a sustainable quality of work life environment over the whole term of the concession based on value for money created in the as built/as refurbished facilities, and value for money sustainably conserved even enhanced, over the full term of the concession.
- 1.6 The quality of work life environment to be sustainably provided by the Private Party will be subject to value for money audits over the full term of the Project, these to be part of the annual reports on the Project by the Department for the Auditor General and for tracking the full extent of the socio economic benefits generated by the project.
- 1.7 Although it is not practice, the Department is theoretically inclined to the notion that it is the Facilities Management provider who becomes the coal face representative of the Private Party over the concession’s full term, that the Facilities Manager provider is sustainably at risk under the terms of the required Payment Mechanism and Penalty Regime
- 1.8 For the avoidance of all doubt, the Department will require that the capex facilities as designed and built are designed and built in accordance with the most effective full cost of occupancy, life cycle maintenance/refresh and design build and operate strategy that the Private Party can collectively and collaboratively devise in competition with other bidders similarly charged under this RFQ and the RFP that will follow.
- 1.9 Again, it is critical that bidders fully and pervasively understand that the New Kopanong Precinct Project must be holistically designed, built and sustainably operated on an availability risk management basis, and, corollary to this, that the successful Private Party will earn its Unitary payment for services provided over the term of the PPP Agreement on a month to month basis as principally determined by the provisions of the Payment Mechanism and Penalty Regime, a required feature of all PPP’s.

On the basis of the precinct walk around and walk throughs of the individual buildings, bidders must produce a preliminary architectural programming and refurbishment assessment report identifying the challenges of refurbishment as close to new building standards and state of the art space planning and workplace management parameters as possible.

Bidders RFQ responses will be evaluated, among other elements of comparative evaluation, in terms of its acumen and capacity for visionary or out of the box thinking on the one hand, and, , as well, their capacity to articulate the project with respect to its phased construction on a fast track basis, anticipating not just a once off hand over on completion of construction and occupancy, but sustained value for money operations management on a full life cycle replacement, even extension basis, over the entire term of the PPP to well beyond the current 2030 development horizon of the Province.

The provisions of this RFQ are meant to elicit bidder responses that demonstrate the depth and breadth of their own coal face experience and skills set competence in delivering serviced accommodation PPP’s.

At this point in time the Department has not articulated detailed output specs for the Precinct as a whole, or for individual buildings pending articulation of same by the Transaction Advisor to be appointed in parallel with the RFQ pre-qualification process.

In lieu thereof the following list of project implementation parameters on which output specs will be articulated is provided for bidder comment as follows.

For each parameter, along with other parameters supplied by bidders themselves, respondents are required to provide robust explanation of how each listed parameter will be addressed in respect to bidder's projected strategy for delivery of the Precinct to achievable state of the art standards by a projected delivery date or dates certain, including relevant challenges and how such challenges will be overcome.

SUPPLEMENTARY INFORMATION PROVIDED TO BIDDER IN SUPPORT OF PREPARING ITS PROJECT DELIVERY PROPOSAL

1. THIRD PARTY REVENUES

- 1.1.1 The full extent any such opportunities for competition among Project bidders will be set out in the RFP. The Department may elect to communicate evolving information earlier in the form of Briefing Notes. All of the third party revenues generated by income producing activities within the project will be treated as Department revenue in full or sharing basis between the Department and the Private Party to offset the costs to the Department of the Unitary Payment or any other payments due by the Department to the Private Party under the PPP Agreement.

2. THE PROCUREMENT OPTIONS STUDY

- 2.1 At this stage only an interim feasibility study has been carried out as a Procurement Options Study, this study serving to plausibly establish that a PPP procurement would be preferable to a conventional procurement. It does, however provide a basis for indicative order of magnitude numbers in some elements of the affordability equation for the project.

A second and comprehensive feasibility study meeting all the requirements of a full-fledged TA I submission to Treasury will be carried out in parallel with aspects of the RFQ process seeking a Private Party partner for the Kopanong Precinct project.

For the purpose of this RFQ, supported with basic information contained in the interim feasibility study, the Department is seeking developed conceptual solutions from the market upon which to articulate a tighter set of output specs and commercial requirements during the RFP phase of the project, on the one hand, and to identify a best of the best selection of potential PPP partners for implementation of the project as rapidly and cost effectively as possible.

Accordingly this RFQ provides a list of parameters that must be creatively addressed in the context of achievable state of the art.

Bidders are required, for each broadly stated parameter, to explain how each of these was addressed in developing a proposal that provides an overall optimal multidisciplinary solution to the Precinct implementation challenge in all three of affordability, risk transfer and mitigation and value for money.

3. FINANCING AND RISK MANAGEMENT PACKAGE

- 3.1 The Bidders should be able to demonstrate their skills in structuring financing packages suitably acceptable to its shareholders, its lenders and investors, and to the Department.
- 3.2 The Bidders must have the skill and experience to structure a funding package for BEE equity, however structured.
- 3.3 Members of the Respondent consortium are expected to be familiar with and willing to accept the passing or risk from the Private Party to entities created for carrying out the Private Party's obligations with regard to the design, construction or facility management of the precinct. Bidder will be required at RFP stage to confirm the willingness of its parties regarding risk cascading and sharing at member and sub-contractor level
- 3.4 Insofar as termination risk is concerned, Bidders will be required at RFP stage to set out its views in respect of adjusted debt or any other notions of capped risk that it would otherwise intend to resolve in negotiations.
- 3.5 Pre-qualified Bidders must consider and formulate their own proposals in respect of mitigation of risk on termination and may be asked at RFP to bid a floor amount payable as compensation on termination. Bidders proposals will be evaluated in close consideration of the relationship between the termination regime and amount proposed *vis-à-vis* the lending rates proposed by the Lenders.

4. SPECIFIC SOCIO-ECONOMIC DEVELOPMENT OBJECTIVES

- 4.1 The Department deems the New Kopanong Precinct Project to be an ipso facto producer of massive socio economic impacts for the Department and Province and its CBD in particular.
- 4.2 The Department will, however, require, in manner to be determined that Private Party be part of or meaningfully contribute to relevant stakeholder bodies and that it gather organize and report data that will allow calculation of year to year socio economic impacts against the base lines to be set out as part of the RFP requirements.
- 4.3 Respondents attention is drawn to clause 1.7.2 of the main body of the RFQ regarding the further requirements for BBBEE intended to be released through a Briefing Note, to be complied with by the Respondents.
- 4.4 The Department places a high weighting on the goals of empowerment and socio economic enhancement through this Project and wishes to pre-qualify Respondents who exhibit a willingness and ability to embrace and give effect to this philosophy.

5. TOWN PLANNING ISSUES

- 5.1 To be identified by Briefing Note

6. ENVIRONMENTAL IMPACT ISSUES

- 6.1 Construction of the New Kopanong Precinct is not one of the activities listed in the Environmental Conservation Act as being potentially harmful to the environment. No requirements for environmental scoping or environmental impact assessment study are contemplated for this Project.

- 6.2 No known contamination material have been established by the Department but Bidders will at RFP stage be expected to satisfy themselves with regard to the risk of pollution and/or contamination and take the responsibility for compliance with legal requirements to deal with any contamination and/or pollution material.

7. AVAILABILITY OF BULK SERVICES

Will be provided by way of a briefing note.

8. PARAMETERS TO BE TAKEN INTO ACCOUNT BY BIDDER IN PRODUCING ITS MANDATORY PROJECT DELIVERY PLAN AND PROGRAMME (Not Exhaustive)

- Environmental Control & Energy and Scarce Resources Management;
- ICT Service Support;
- Security Operations & Public Safety;
- Business Unit Productivity;
- Retail Goods & Services;
- Cleaning & Hygiene Services;
- Habitat Management;
- Waste Management & Recycling;
- Ambassadorial services;
- Garage & Basement Level Services;
- Food Service & Catering;
- Health, Wellness, Family Support & Fitness;
- Curatorial & Exhibit Management Services;
- Event, Function & Performance Management;
- Conferencing & Meeting Support;
- Knowledge & Intellectual Capital Management;
- Availability & Occupancy Management;
- Experience Sustainability
- QWL Services Management;
- Roofs
- Facades to Weather
- HVAC –Lighting performance by design
- Night Lighting
- Finishes
- Floors
- Ceilings
- Walls
- Natural Light Sourcing
- Light Wells and clerestories
- Windows
- Acoustic performance
- Furniture & Panel Systems
- Natural Noise Sources
- People
- Wind

Traffic

- Equipment
- Water Features
- Energy Management
- Electric Power
- Wind Effects on Design (means Venturi effects)
- Waterproofing
- Parking and Intermodal Transportation
- Street Scapes and Street Life
- ICT, Telephony and Wifi support and reticulation
- Electronic and Architectural Wayfinding
- Vertical Transportation
- HVAC Mechanicals
- Design Build for Decant
- Urban Planning
- Water Shedding and Conservation
- Roofscaping
- Landscaping and Plazas
- Workscaping and Architectural Programming
- Green Building Technologies
- Quality of Work Life Delivery (QWL)
- Environmental Control & Energy
- Security Operations & Public Safety
- Business Unit Productivity Support Services
- Retail Goods & Services Management
- Cleaning & Hygiene Services
- Waste Management & Recycling
- Ambassadorial Services
- Garage & Basement Level Services
- Food Service & Catering
- Health, Wellness, Family Support & Fitness
- Curatorial & Exhibit Management ServiceEvent, Function & Performance Managements
- Event, Function & Performance Management
- Conferencing & Meetings Support
- Knowledge Center & Intellectual Capital Management
- Availability & Occupancy Management
- Way finding within buildings, between buildings and throughout the precinct footprint.

RFQ bidders must provide, for each of the above design parameters, along with any others identified by bidder, an explanation of how each parameter was taken into account in preparing their bids for pre-qualification.

ANNEXURE 2: SITE PLAN



GPG KOPANONG PRECINCT – BUILDINGS- TOTAL BULK				
No	Building Classification	Gross Building Area (m²)	Rentable Area (m²)	Parking Bays
1	6 BUILDINGS	55, 197	32, 619	86
2	13 BUILDINGS	259, 956	161, 291	1, 582
	TOTAL OF 19 BUILDINGS	315, 153	193, 910	1, 668
3	VACANT LAND	40, 000 proposed area	20, 200 proposed area	770 potential bays
	TOTAL	355, 153	214, 110	1668 + 770 potential bays (total potential bays= 2, 438)

GAUTENG PROVINCIAL DEPARTMENT																
STAFF LEVELS		GDARD	GDCS	GDE	GCRA	GDED	GDF	GDID	GDL GH	COGTA	GDoH	GDH	GDRT	GDSACR	GDSO	OoP
	16		2	2	-	-	2	2	2	2		2	2	0	2	4
	15	1	0	5	2	-	6	5	1	2	1	5	4	1	2	5
	14	1	8	19	2	-	27	14	7	8	1	22	12	1	7	15
	13	2	18	70	7	0	79	44	23	25	6	43	38	9	27	34
	12	13	65	294	9	0	174	78	64	18	31	101	109	14	77	15
	11	32	-	154	9	2			-	58	119	93	-	-		68
	10	81	33	77	26	11	274	76	90	26	165	128	97	33	128	40
	9	165	-	169	21	23			7	-	91	122	117	-		-
	8	88	171	330	22	52	121	134	59	47	12	195	731	75	196	36
	7	208	-	177	17	54	117	88	54	80	122	115	-	-	87	79
	6	11	-	53	2	107	141	103	217	5		221	-	-	-	106
	5	13	-	340	17	0	15	104	-	38		164	-	-	90	-
	4	28	-	31	2	0	5	12	-	10		53	-	-	77	11
	3	8	-	29	-	0	4	17	-	26		11	-	-	-	36
	2	3	-	86	-	0	7	5	-	-		13	-	-	2	-
	1	-	-	2	2	0	-	0	-	-		-	-	-	-	1
TOTAL	654	297	1838	138	249	986	933	517	436	579	1285	993	133	708	499	

ANNEXURE 3:

PROCUREMENT PROCESS TO FINANCIAL CLOSE

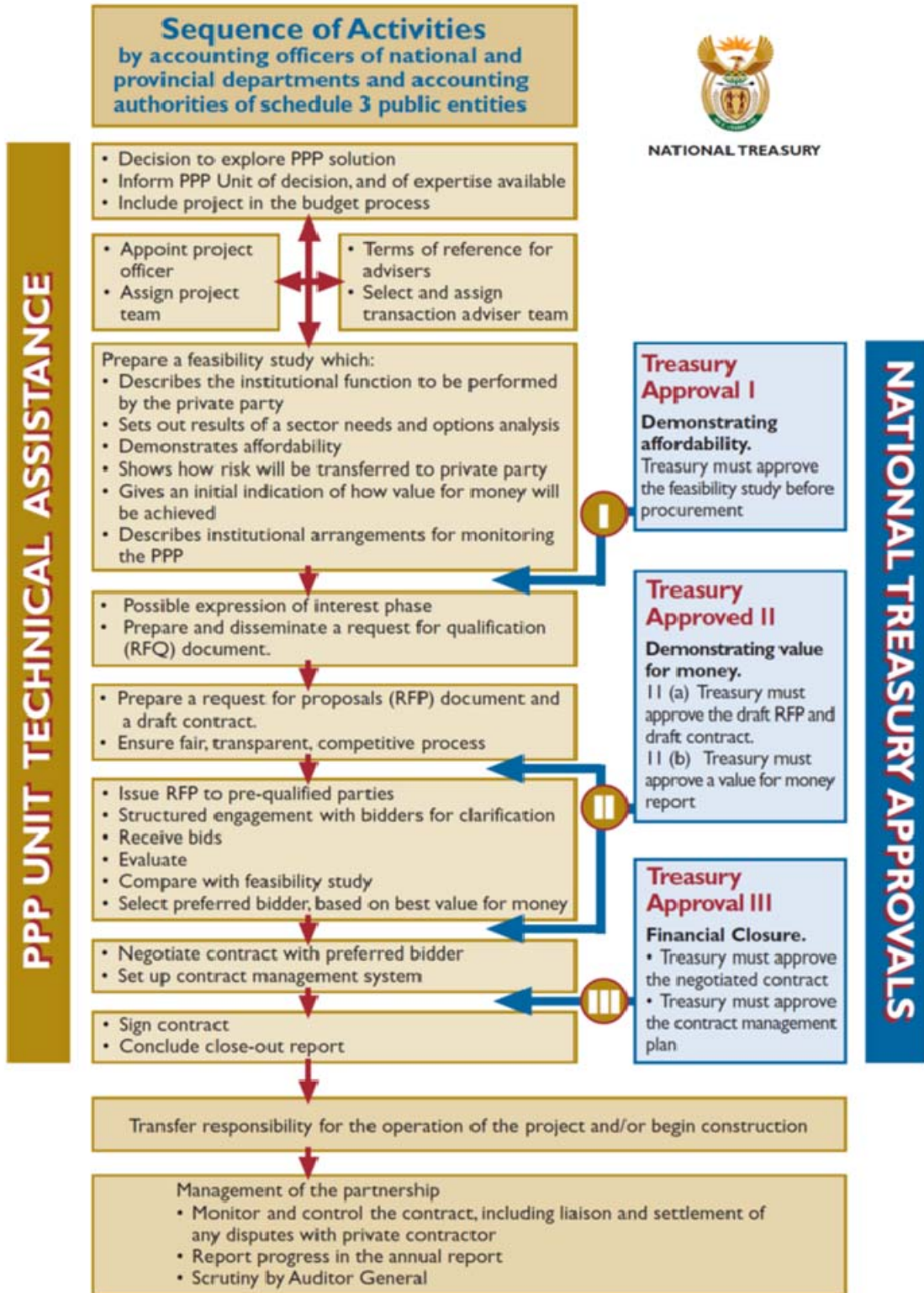
For the purposes of this RFP the Generic Life Cycle of a PPP from National Treasury provided below will serve as overall guide.

For the purpose of the succeeding RFP to Pre-qualified bidders, each such bidder will be required to produce a detailed plan and time frame for completion of each phase of the PPP procurement process in terms of its own project delivery plan.

With respect to the generic life cycle below RFQ bidders are required to produce as part of their Annexure 1 Demonstration of Capacity to Deliver responses, in annotated table form, a conceptual programme to delivery projection for the achievement of each procurement milestone for each building or any cluster of precinct buildings to the point of final handover each such cluster and of all of the precinct buildings supported by relevant comment in respect of bidder's conceptual implementation management plan.

GENERIC PPP PROJECT LIFE CYCLE

Reflecting Treasury Regulation 16 issued May 2002 in terms of the Public Finance Management Act, 1999



APPENDIX 4: FORM OF BID BOND¹.**BID BOND****[Insert name of Pre-qualified Bidder]**

and

Dept

Proposal Security (Bidding) in respect of [Insert name of Pre-qualified Bidder]

THIS BOND is made on [Day, Month and Year]**BETWEEN:**Dept [*insert address and facsimile number*]

("the Beneficiary").

and

[*insert name of Pre-qualified Bidder or parent company*] [whose registered office is at][*insert address and facsimile number*] ("Bond Provider").

¹ This bid Bond is to be provided by the Pre-qualified Bidder or a member thereof or a parent company of the member whose balance sheet demonstrates that it would have the resources to discharge the Bonded sum if the Bond is called by the Department. This bid Bond is not underwritten by a bank guarantee

NOW THIS DEED WITNESSES AS FOLLOWS:

Department of Infrastructure
Development Kopanong Precinct Project
Request for Pre-Qualifications

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Request for Pre-qualification (“RFQ”) are accorded the same meaning in this Bond, and where appropriate, as defined in the Request for Proposals (“RFP”); and
- 1.2 Principal means for purposes of this Bid Bond, the Pre-qualified Bidder.

2. PAYMENT UNDERTAKING

Subject to provisions of this Bond, the Bond Provider hereby irrevocably undertakes to the Beneficiary that, upon the Beneficiary making demand upon the Bond Provider in accordance with clause 3, the Bond Provider will, within 10 (ten) days of receipt of such demand, pay to the Beneficiary the whole amount the Beneficiary certifies in the Certificate (as defined in clause 3) (the “Bonded Sum”).

3. MAKING DEMAND

- 3.1 In order to make a demand on the Bond Provider pursuant to clause 2, the Beneficiary shall deliver to the Bond Provider a certificate substantially in the form set out in Appendix 7A (the “Certificate”) signed by the permitted assignee of the Beneficiary and attaching to such certificate a copy of any document referred to in the certificate as being so attached.
- 3.2 Any demand under this Bond shall be delivered to the Bond Provider by hand or by registered post to the address given above (or to such other address in South Africa as the Bond Provider shall have given to the Beneficiary not less than 14 (fourteen) business days’ prior notice in writing).
- 3.3 Any claim by the Beneficiary under this Bond must be made within 60 (sixty) days of the expiry of the Proposal Validity Period² or any Extended Proposal Validity Period³.

- 3.4 Within the business day following the date on which the Beneficiary delivers the Certificate pursuant to clause 3.1, the Beneficiary shall also deliver to the Principal a certificate substantially in the form set out in Appendix 7A. Any failure by the Beneficiary to so deliver such a certificate or to deliver such a certificate in a timely fashion shall not in any respect vitiate or derogate from the effect of the Certificate delivered pursuant to clause 3.1.

4. NO DEDUCTIONS

All payments by the Bond Provider under this Bond shall be made free, clear of and without any deduction or withholding for or on account of any set-off, counterclaim or tax, save to the extent that the Bond Provider is required by law to make payment subject to the deduction or withholding of tax. In such event the Bond Provider shall make such further payments as are necessary to ensure that, after the making of such deduction or withholding, the Beneficiary receives (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum the Beneficiary would have received had no such deduction or withholding been made or required to be made.

5. LIABILITY OF THE BOND PROVIDER

- 5.1 The Bond Provider will be required to deposit, for the account of the Dept immediately following selection and notification of the Principle as a Pre-qualified Bidder, an amount of [4].
- 5.2 The maximum aggregate liability of the Bond Provider under this Bond shall be []. The limit in this clause 5 shall not apply to any default interest payable by the Bond Provider pursuant to clause 6.
- 5.3 The Bond Provider liability under this Bond shall come into existence on whichever of the following events is first to occur: -

- 5.3.1 the Principle or any relevant entity thereof has failed to satisfy its obligations in full in accordance with the RFQ;

- 5.3.2 the Principle or any relevant entity thereof has withdrawn its Response or participation as the case maybe, during the Validity Period or any extended Proposal Validity Period;
- 5.3.3 the Principles Response contains a false statement or a material misrepresentation; or
- 5.3.4 an event(s) that constitute(s) a ground for disqualification in the RFQ and/or RFP has occurred.

Whereupon this Bond shall expire and shall be due to the Beneficiary by the Bond Provider.

6. DEFAULT INTEREST

The Bond Provider shall be liable to pay to the Beneficiary default interest on the amount unpaid at a rate equal to 2 (two) percent, above the publicly quoted prime lending rate per annum published by the Standard Bank of South Africa Limited from time to time on any sum due hereunder which remains unpaid from the date on which payment is due to the date on which payment is made.

7. ABSOLUTE NATURE OF BOND

This Bond constitutes an absolute, unconditional and irrevocable commitment by the Bond Provider to make payment to the Beneficiary in accordance with, and subject only to, the terms set out in this Bond.

8. NOTICES AND OTHER COMMUNICATIONS

- 8.1 Save as specifically otherwise provided in this Bond, any notice or other communication to be served under this Bond shall be in writing and may be served upon a party to this Bond only by delivering same by hand, registered post or facsimile to the party to be served at the address or facsimile number (as applicable) shown above or at such other address or facsimile number as it may from time to time notify in writing to the

other party. Any notice or other communication served by facsimile shall also be sent by registered post to the address shown above.

- 8.2 A notice or other communication served by facsimile shall be deemed duly served as the time of transmission and a notice or other communication served by hand or by registered post shall be deemed to have been served as the time of delivery unless in respect of any notice or communication served on a day which is a Saturday, Sunday or public holiday in South Africa generally are open for business (a "Business Day") or on a Business Day after 5.00 p.m. in the place of intended receipt in which case it will be deemed served at 9.00 a.m. on the following Business Day.

9. ENTIRE AGREEMENT

The terms of this Bond constitute the entire agreement and understanding between the parties to this Bond in connection with the subject matter to this Bond. Neither party to this Bond has relied upon any representation by the other party except as expressly set out in this Bond.

10. LAW

This Bond (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Bond or its formation) shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties to this Bond agree to submit to the jurisdiction of the courts of the Republic of South Africa.

Signed by the parties and witnessed on the following dates and at the following places respectively:

DATE at [Day, Month and Year]

AS WITNESSES

1. _____

FOR: BOND PROVIDER

2. _____

(who warrants that she/he is duly authorised⁵ hereto)

⁵ Proof of authority might be required.

DATED at [Day, Month and Year]

1. _____

FOR: THE Department

2. _____

(who warrants that she/he is duly
authorised hereto)

**APPENDIX 4A TO THE PROPOSAL SECURITY (BIDDING) BOND
Form of Certificate**

To: *[insert name and address of
Bond Provider]*

Attention:

From: **The Dept**

Dated:

Dear Sirs

Re: Bond No. [] Issued by you and Dated (the "Bond")

Terms defined in the Bond and in the Request for Pre-qualification ("RFQ") and/or Request for Proposals ("RFP") shall have the same meaning when used in this certificate.

We confirm that the Principal has failed to satisfy its obligations in full in accordance with the terms of the RFQ and/or RFP.

The Principal has withdrawn its Response and/or Bid during the Proposal Validity Period or any Extended Proposal Validity Period **or**

The Principal's Response and/or Bid contains a false statement or a material misrepresentation **or** An event that constitutes a ground for disqualification in the RFQ and/or RFP has occurred.

We hereby demand in accordance with clauses 2 and 3 of the Bond that you pay the sum of [.....] in immediately available funds to the following bank account:-

Account Name:

Account Bank:


Account Number:

Yours faithfully

Director/Officer
for and on behalf of

Dept

a demand on the Bond Provider pursuant to clause 2, the Beneficiary

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Client Support</h1>	
	Registered Vendor Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED VENDORS ONLY

PLEASE NOTE:

Non-registered Vendors are advised to complete a Vendor Pre-qualification Form, obtainable from the BEE Helpdesk : 78 Fox Street, Johannesburg (Registration is not a prerequisite for submitting a bid).

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
-------	--



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Client Support

**Tax Clearance
Requirements**

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The "Application for Tax Clearance Certificate (in respect of bidders)" form must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **may** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Original copy of the Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.



Client Support

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

g) Financial Statements should at all times be original and not faxed copies.

NB: Failure to submit the financial statement as stated above may result in disqualification of the bid.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

SBD 9

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 consortium³ 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.

³ 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.

SBD 9

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

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights


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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Client Support</h1>	
	<h2>PREFERENCE POINTS CLAIM FORM</h2>	Page: 1 of 6

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the system shall be applicable.

1.3 Preference points for this bid shall be awarded for:


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

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

	POINTS
1.3.1.1 PRICE	<input style="width: 50px;" type="text"/>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<input style="width: 50px;" type="text"/>
Total points for Price and B-BBEE must not exceed	100


1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Client Support</h1>
<h2>PREFERENCE POINTS CLAIM FORM</h2>	<p>Page: 2 of 6</p>

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” Error! Bookmark not defined. means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Client Support</h1>
<h2>PREFERENCE POINTS CLAIM FORM</h2>	<p>Page: 3 of 6</p>

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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


P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid


5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Client Support	
	PREFERENCE POINTS CLAIM FORM	Page: 4 of 6

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Client Support</h1>
<h2>PREFERENCE POINTS CLAIM FORM</h2>	<p>Page: 5 of 6</p>

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME?

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number


9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Client Support</h1>
	<h2 style="margin: 0;">PREFERENCE POINTS CLAIM FORM</h2>
	<p style="margin: 0;">Page: 6 of 6</p>

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES

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

2	
---	--

DATE:
ADDRESS:

1	
---	--