INVITATION TO BID

BID NUMBER:	EKZNW 02/2026/27
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	APPOINTMENT OF TRANSACTIONAL ADVISORS FOR PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS FOR A PERIOD OF FIVE (5) YEARS AT EZEMVELO KZN WILDLIFE
COMPULSORY SITES BRIEFING SESSIONS DATE & ADDRESS:	Date: **29 SEPTEMBER 2026** Time: **11:00am** Venue: Note: **Bidders are to download and bring completed printed documents with them to site so that the "OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE can be signed and stamped on site.**
CLOSING DATE AND TIME:	**15 OCTOBER 2026** **11:00am**
BID VALIDITY PERIOD:	180 calendar days (commencing from the Closing Date)
BID DOCUMENTS DELIVERY ADDRESS:	**Tenders/Bids Box** Ground Floor Entrance/ Main Reception **Ezemvelo KZN Wildlife, Head Office** Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg 3202 **NB:** Bidders must submit both hard copies and electronic documents in the form of a USB. Bidders must ensure that the envelopes containing bid documents are appropriately marked, clearly identifying the bid number, bid description, closing date and time, bidder contact person and contact details. Bidders must personally, or in the case of third-party delivery, i.e. Courier, ensure that the bid submission is deposited in the bid box marked "Tenders/Bids**.**
NAME OF BIDDER:	
BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:	
BID PRICE IN WORDS	…………………………………………………………………………………… …………………………………………………………………………………… ……………………………………………………………………………………
BIDDERS SIGNATURE:	

TABLE OF CONTENT

Definitions and Acronyms Glossary

For the purposes of this Request for Proposal, the following terms and acronyms shall have the meanings assigned to them below:

Acronym	Description
B-BBEE	Broad-Based Black Economic Empowerment
CA	Chartered Accountant
CV	Curriculum Vitae
CFA	Chartered Financial Analyst
CICP	Companies and Intellectual Property Commission
CPC3	Certified Public-Private Partnership Professional
DPSA	Department of Public Service and Administration.
ECSA	Engineering Council of South Africa)
EKZNW	Ezemvelo KZN Wildlife
HDI	Historical Disadvantaged Individuals
KZN	KwaZulu – Natal
MEC	Member of Executive Committee
PPP	Public-Private Partnership
PFMA	Public Finance Management Act
RDP	Reconstruction and Development Programme
RFP	Request for proposal
SACP	South African Council for the Architectural Profession.
SACPCMP	South African Council for the Project and Construction Management Professions
SMMEs	Small, Medium and Micro Enterprises
SLA	Service Level Agreement
TA	Transaction Advisor
TOR	Terms of Reference
VAT	Value Added Tax

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies. Bidders are free to complete the bid documents electronically, as long as no changes are made to the terms and conditions of the bid document.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. **Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are "not applicable", bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with the same will invalidate your bid.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initiated.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. **For compulsory briefing sessions - Bidders must ensure that during a briefing session, the certificate is stamped and signed, also ensure that the attendance register is signed. Failure to comply with any of these will result to disqualification.**

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Ezemvelo KZN Wildlife may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ………………………………………........................,

WHO REPRESENTS (state name of bidder) ……………………..CSD Registration

Number..

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: ....

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: ____

BID No: EKZNW 02/2026/27

Description: APPOINTMENT OF TRANSACTIONAL ADVISORS FOR PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS FOR A PERIOD OF FIVE (5) YEARS AT EZEMVELO KZN WILDLIFE

This is to certify that (bidder's representative name) ____

On behalf of (company name) ____

Visited and inspected the site on ___/___/_________ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

____
Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_________

____
Name of Public Entity Representative
(PRINT NAME)

Official stamp with signature

AUTHORITY TO SIGN A BID

1. Members of the enterprise must complete this form in full according to the type of enterprise, authorizing the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.
2. In the case of a Sole proprietor, a director may appoint himself/herself if they are the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.
3. The bidder must indicate the enterprise status by indicating ***(ticking)*** the appropriate box hereunder:

(I) CLOSE CORPORATION	(II) COMPANIES / (PTY) Limited	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM		(VII) NON-PROFIT COMPANY
					Incorporated		
					Unincorporated		

4. I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium),
   i. in the enterprise trading as: ***(Company name)*** ....
   ii. hereby authorise Mr/Mrs/Ms ***(Name & Surname)*** ....
   iii. acting in the capacity of ***(Position)*** ....
   iv. whose signature is ***(Affix signature)*** ....to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
BID NUMBER:	**EKZNW 02/2026/27**	**CLOSING DATE:**	**15 OCTOBER 2026**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**APPOINTMENT OF TRANSACTIONAL ADVISORS FOR PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS FOR A PERIOD OF FIVE (5) YEARS AT EZEMVELO KZN WILDLIFE**				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:					
Ezemvelo KZN Wildlife, Head Office					
Queen Elizabeth Park					
No. 1 Peter Brown Drive, Montrose					
Pietermaritzburg, 3202					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Sthabiso Sithole	CONTACT PERSON	Nokuthula Cele
TELEPHONE NUMBER	033 845 1723	TELEPHONE NUMBER	033 845 1641
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Sthabiso.Sithole@kznwildlife.com	E-MAIL ADDRESS	ncele@kznwildlife.com

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

PRICING SCHEDULE

(PROFESSIONAL SERVICES)

BID NUMBER: **EKZNW 02/2026/27** DESCRIPTION: **APPOINTMENT OF TRANSACTIONAL ADVISORS FOR PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS FOR A PERIOD OF FIVE (5) YEARS AT EZEMVELO KZN WILDLIFE**	CLOSING DATE: **15 OCTOBER 2026** CLOSING TIME: **11:00am**

OFFER TO BE VALID FOR **180** CALENDAR DAYS FROM THE CLOSING DATE

A. Large Capital Project – Greenfield

Large Capital Project (Greenfield) **refers to a project that involves the** development of new infrastructure or facilities from inception**,**

TASK		PERCENETAGE	PRICE
PPP Feasibility Phase	Pre-feasibility Studies	20%	
	Feasibility	40 %	
PPP Procurement process		30 %	
Close Out Report		10 %	
	SUB TOTAL	100%	
	Discount allowance		**R**
	VAT 15%		**R**
GRAND TOTAL (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED), CARRY GRAND TOTAL TO SUMMARY FOR SUMMARY FOR TRANSACTIONAL ADVISOR			**R**

B. Large Capital Project – Brownfield

Large Capital Project (Brownfield) refers to a project that involves the rehabilitation, expansion, refurbishment, or upgrading of existing infrastructure or facilities to improve performance, capacity, or service delivery.

TASK		PERCENETAGE	PRICE
PPP Feasibility Phase	Pre-feasibility Studies	20%	
	Feasibility Studies	40 %	
PPP Procurement process		30 %	
Close Out Report		10 %	
	SUB TOTAL	100%	
	Discount allowance		**R**
	VAT 15%		**R**
GRAND TOTAL (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED), CARRY GRAND TOTAL TO SUMMARY FOR SUMMARY FOR TRANSACTIONAL ADVISOR			**R**

C. Small Capital Project – Greenfield

A Small Capital Project (Greenfield) refers to a project involving the development of new, small-scale infrastructure or facilities from inception

TASK		PERCENETAGE	PRICE
PPP Feasibility Study	Pre-feasibility Studies	20 %	
	Feasibility Study	40 %	
PPP Procurement process		30 %	
Close Out Report		10 %	
	SUB TOTAL	**100%**	
		Discount allowance	**R**
		VAT 15%	**R**
GRAND TOTAL (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED), CARRY GRAND TOTAL TO SUMMARY FOR SUMMARY FOR TRANSACTIONAL ADVISOR			**R**

D. Small Capital Project – Brownfield

A Small Capital Project (Brownfield) refers to a project involving the rehabilitation, refurbishment, upgrading, or minor expansion of existing infrastructure or facilities

TASK		PERCENETAGE	PRICE
PPP Feasibility Phase	Pre-feasibility Studies	20 %	
	Feasibility studies	40 %	
PPP Procurement process		30 %	
Close Out Report		10 %	
	SUB TOTAL	100%	
		Discount allowance	**R**
		VAT 15%	**R**
GRAND TOTAL (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED), CARRY GRAND TOTAL TO SUMMARY FOR SUMMARY FOR TRANSACTIONAL ADVISOR			**R**

SUMMARY FOR TRANSACTIONAL ADVISOR		
No.	**DETAILS**	**GRAND TOTAL INCLUSIVE OF VAT**
A.	**Large Capital Project – Greenfield**	R
B.	**Large Capital Project – Brownfield**	R
C.	**Small Capital Project – Greenfield**	R
D.	**Small Capital Project – Brownfield**	R
TOTAL PRICE FOR TRANSACTIONAL ADVISOR		R

……………………………… **Signature**	..…………………………………………… **Date**
……………………………… **Position**	……………………………………………… **Name of bidder**

TOTAL PRICE FOR TRANSACTIONAL ADVISOR IN WORDS:

____

____

____

____

____

____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1. If so, furnish particulars:

………………………………………………………………………………………
………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………….
……………………………………………………………………………….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not

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

to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… Signature	..…………………………………………… Date
……………………………… Position	……………………………………………… Name of bidder

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 80/20 preference point system.

(b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are as follows:

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

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a Service Provider, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "**rand value**" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Service Provider will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to Service Providers: The Service Provider must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	**Weight**	**Number of points claimed (80/20 system)** (To be completed by the Service Provider)	**Proof to be attached to substantiate points**
At least 51% owned by black people	**10**		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
At least 51% owned by black people who are women	**05**		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
At least 51% owned by black people who are youth	**03**		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
At least 51% owned by black people with disabilities.	**02**		Proof of disability letter from medical document from a doctor or other healthcare professional that confirm a person has a disability

DECLARATION WITH REGARD TO COMPANY/SPV

2.1 Name of company/SPV……………………………………………………………….

2.2 Company registration number: ………………………………………………………...

2.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

2.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the Service Provider or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

………………………………………………………………………………………………

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: ………………………………………………………………………

DATE: ………………………………………………………………………

ADDRESS: ………………………………………………………………………

………………………………………………………………………

GENERAL CONDITIONS OF CONTRACT

GCC 1	**Definitions - The following terms shall be interpreted as indicated:**
	1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. "Countervailing duties” 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 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” mean 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 if 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. "Contract 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.
GCC 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 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.
GCC 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 (National Treasury's eTender website), 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
GCC 4	**Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	**Use of contract documents and information**
	5.1. The supplier shall not disclose, without the purchaser's prior written consent, 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 made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. 5.2. The supplier shall not make, without the purchaser's prior written consent, 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.
GCC 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.
GCC 7	**Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. 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 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier within 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.
GCC 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 purchaser or an organization acting on behalf of the purchaser. 8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, 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 supplier shall defray the cost in connection with these inspections, tests, or analyses. 8.6. Supplies and services 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are 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 because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
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.
GCC 10	**Delivery and Documentation**
	10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier. 10.2. Documents submitted by the supplier are specified in SCC.
GCC 11	**Insurance**
	11.1. The goods supplied under the contract are 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.
GCC 12	**Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

GCC 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: 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. 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 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted 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.
GCC 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: 14.1.1. 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 14.1.2. In the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC 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 those 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.
GCC 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 fulfilment 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
GCC 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.
GCC 18	**Contract amendment**
	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.
GCC 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.
GCC 20	**Subcontract**
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC 21	**Delays in 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 cancelling 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.
GCC 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.
GCC 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: 23.1.1. 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; 23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3. 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 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: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. 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.
GCC 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
GCC 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.
GCC 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.
GCC 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, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the supplier.
GCC 28	**Limitation of liability**
	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. 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 28.1.2. 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.
GGC 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.
GCC 30	**Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC 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
GCC 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 entity 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
GCC 33	**National Industrial Participation Programme**
	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.
GCC 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.

TERMS OF REFERENCE

1. INTRODUCTION

Ezemvelo KZN Wildlife is a South African state-owned conservation agency established in terms of the KwaZulu-Natal Nature Conservation Management Act (Act No. 9 of 1997) with the mandate of conserving; protecting; controlling, and managing protected areas and their biological diversity, which represents the indigenous fauna, flora, landscapes and associated cultural heritage of the KwaZulu- Natal (KZN) province. As a public entity, Ezemvelo is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999) and listed as a Schedule 3 Part C public entity.

As one of the leaders in global biodiversity conservation, the organization manages more than 110 protected areas in the KZN province. Ezemvelo nature reserves house some of the rare and most valuable biodiversity species and cultural heritage sites in the World that are spread across 110 protected areas (of which 34 have tourism facilities or resorts) in a total land surface area amounting to more than 800,000 ha. Some of Ezemvelo tourism facilities are situated in one (1) of two (2) World Heritage sites in the province, namely the Maloti-Drakensburg which draws a number of local and foreign tourists to drive ecotourism growth and creates both local economic and rural development. Thus, promoting tourism destination development and contributing towards the transformation of national, provincial, and local tourism sectors. Ezemvelo KZN Wildlife therefore carries out biodiversity conservation and associated activities in the Province of KwaZulu-Natal.

Ezemvelo is further established in terms of the Public Finance Management Act (No.1 of 1999) (PFMA), together with its regulations. In terms of the PFMA, the Entity is listed as a Schedule 3C Provincial Public Entity, accountable to the MEC and the Legislature. All prescripts and regulations arising from the PFMA are applicable to its governance and operations.

2. BACKGROUND

Ezemvelo KZN Wildlife faces financial and operational challenges in maintaining its extensive biodiversity estate. To address sustainability and reduce reliance on government grants, Ezemvelo has adopted a commercialisation strategy. This strategy seeks to unlock economic value from protected areas through sustainable tourism, infrastructure development, and Public-Private Partnerships (PPPs).

Ezemvelo adopted Commercialisation as a critical component of its strategy for turning its financial tide, by capitalising on its business avenues' capabilities and underperforming capital assets. The Strategy was initially conceptualised in 2007 and re-established in 2021.

Commercialisation is the strategic use of Ezemvelo's natural, tourism, and hospitality assets in partnership with the private sector to generate sustainable revenue, while safeguarding the organisation's core biodiversity conservation mandate. It is important because it reduces reliance on state funding, unlocks value from underutilised assets, enhances visitor experiences, creates jobs, and drives rural economic development. Through Public-Private Partnerships and concessions, commercialisation assists Ezemvelo by providing new revenue streams, attracting private investment, and improving service standards. The initiative began in response to funding constraints and government directives, guided by the National PPP Framework, feasibility studies, and oversight committees, to ensure transparent and responsible implementation. Effective commercialisation requires rigorous planning, feasibility assessment, risk management, and compliance with Treasury Regulations. Implementing commercialisation projects within a PPP framework requires specialised financial, legal, technical, environmental, and stakeholder expertise. Ezemvelo KZN Wildlife does not have sufficient in-house capacity to manage the complexity of these projects. Therefore, two Transaction Advisors (TAs) are required to guide the process, prepare feasibility studies, secure Treasury approvals, and support procurement and contract negotiations.

3. PURPOSE

The purpose of this bid is to appoint suitable Transaction Advisors who will guide Ezemvelo KZN Wildlife in developing and implementing its commercialisation projects in line with the National Treasury PPP Framework for a period 60 months. The Advisors will provide expertise in financial, legal, and technical matters to ensure that projects are structured transparently, deliver value for money, and attract private sector investment. This support will help Ezemvelo unlock the potential of its assets, strengthen financial sustainability, and contribute to conservation and socio-economic development.

4. PROJECT OBJECTIVE

The overall objective of the project is to support Ezemvelo KZN Wildlife in pursuing commercialisation as a strategic response to declining fiscal allocations, increasing conservation demands, and the need for long-term financial sustainability. Through well-structured commercialisation initiatives, the project aims to unlock new revenue streams, enhance the value of Ezemvelo's natural assets, and strengthen the organisation's capacity to deliver its conservation mandate.

4.1 **Framework of Appointment Transactional Advisors**

South Africa has established a firm regulatory framework for national and provincial institutions to enter into Public Private Partnerships (PPPs). This is set out in Treasury Regulation 16 issued in terms of the Public Finance Management Act, 1999 (PFMA). Furthermore, National Treasury's PPP Manual and Standardised PPP Provisions have been issued as PPP practice notes in terms of section 76(4)(g) of the PFMA to make the application of the PFMA and its regulations easier.

Section 76 of the PFMA provides that the National Treasury must make regulations for a range of matters to do with the effective and efficient management and use of financial resources. Many of these matters are relevant to PPPs and Treasury Regulation 16 to the PFMA provides precise and detailed instructions for PPPs.

In implementing Public Private Partnership, Treasury Regulation 16.3.1(d) requires that the accounting officer/authority appoints Technical Expert in the form of Transaction Advisors to assist the institution with the required expertise PPP projects. The transaction advisor is typically a consortium of professional consultants, from one or more firms, who work as a team. The transaction advisor contracts with the institution through the lead firm. All other members of the consortium participate either through subcontracts with the lead firm or via a joint venture arrangement that has or have appropriate skills and experience to assist and advise the institution in connection with a PPP, including the preparation and conclusion of a PPP agreement. As an integral part of this commitment, the project is envisaged to follow international best practice in green building principles, which include but not limited to: biodiversity preservation; sustainable construction practices, indoor environmental quality, sustainable building siting and energy efficiency. The environmentally friendly green facilities promote water efficiency; material selection, recycling, education and outreach, monitoring and reporting, to guide all construction, development and maintenance activities within the entity thus intends to procure the services of experienced transaction advisors to assist it through the phases of the PPP project cycle.

These TOR invite proposals from each transaction advisor representing a team of suitably qualified and experienced financial, technical, environmental, and legal advisors to assist the Entity. The transaction advisors need to submit their bids in the form of a single proposal, in the formats prescribed in these TOR. (Reference to 'the transaction advisor' includes the entire advisory team, or relevant members, under the management of a single lead advisor who shall sign an Agreement with the entity) Legal, Regulatory & Institutional Framework,

5. SCOPE OF WORK

Ezemvelo KZN Wildlife's commercialisation strategy includes several identified greenfield and brownfield projects, categorised into large and small capital projects for Public Private Partnerships (PPP). Small-Cap PPP projects are valued under R10 million, featuring lower complexity and shorter timelines, while Large-Cap PPP projects exceed R10 million, involving higher complexity and multi- party risk allocation with extended transaction timelines. The Contracting Authority retains the discretion to reclassify projects based on factors such as complexity, risk profile, or strategic importance.

5.1 **Definitions: Small-Cap and Large-Cap PPP Projects**

For purposes of this Request for Proposals (RFP):

- Small-Cap PPP Project
  A project with an estimated total project value of less than R10 million (or as otherwise determined by the Contracting Authority), generally involving lower complexity, shorter transaction timelines, and limited risk allocation structures.
- Large-Cap PPP Project
  A project with an estimated total project value of R10 million or more, typically involving higher complexity, multi-party risk allocation, longer transaction timelines, and extensive financial, legal, and technical structuring.

  The Contracting Authority reserves the right to reclassify projects based on complexity, risk profile, or strategic importance.

The Transaction Advisors will be required to provide comprehensive technical, legal, and financial advisory support throughout the procurement process for selecting a private partner as part of the procurement process of PPP projects. This support must ensure full compliance with all requirements of Treasury Regulation 16 under the Public Finance Management Act (PFMA), including the preparation of procurement documentation, bid evaluation support, contract negotiation guidance, and facilitation of approvals from relevant authorities.

The scope of services shall be Transaction Advisory Services which include:

- Ensuring full compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act (PFMA).
- Preparation and review of all required procurement and transaction documentation, including feasibility studies, bid documents, and contractual agreements.
- Providing support during the bid process, including clarification management, bid evaluation, and adjudication processes.
- Advising on commercial and contractual structures and supporting contract negotiations with preferred bidders.
- Assisting with the facilitation and coordination of all required approvals from National Treasury and other relevant authorities; and
- Proving ongoing transaction support until financial close, where applicable.

5.2 Specific Scope of work/Deliverables

5.2.1 Advisory **services for new proposed PPP projects**

- **Feasibility studies**
  The Transaction Advisors (TA) will be required to produce pre-feasibility and comprehensive feasibility studies, including obtaining relevant Treasury Approvals for the development and maintenance of the entity's infrastructure, using guidelines as outlined in the PPP Tourism Toolkit and the PPP Manual.
  This must enable the KZN Ezemvelo Wildlife to determine:
  - Feasibility Study full project life cycle costs

- **PPP Procurement Process**
  The Transaction Advisors will be required to provide comprehensive technical, legal, and financial advisory support throughout the procurement process for selecting a private partner as part of the procurement process of PPP projects. This support must ensure full compliance with all requirements of Treasury Regulation 16 under the Public Finance

Management Act (PFMA), including the preparation of procurement documentation, bid evaluation support, contract negotiation guidance, and facilitation of approvals from relevant authorities.

- **The procurement process includes the following:**

- Preparing procurement documentation and draft PPP agreements
- Setting bid evaluation criteria, bid process design, and BBBEE requirements
- Assist with administration of the bidding process
- Advisory Services on Evaluation of bids
- Assessing the value-for-money and report preparation and applying for TA: IIB

- **Contract Negotiation**

- Assist with the negotiations
- Preparation of the PPP agreement management plans
- Preparation of TA: III Report and application for TA: III approval
- Review and update the PPP Agreement
- Advise on the signing of the PPP agreement

- **Close out reports**

- Prepare close out report, case study, and lessons learnt
- Development assessment of financial project closure

5.2.2 Assessment of Existing Commercial Contracts

As part of the Advisory work, the Transaction Advisor will undertake a comprehensive review of EKZNW's existing portfolio of commercial contracts, including concessions, leases, licences, permits, joint ventures, management agreements and related tourism contracts. The review will assess legal compliance, commercial and financial performance, operational compliance, risk allocation and strategic alignment, and make recommendations on how to improve revenue, governance and value for money.

- **Contractual Review and Diagnostic Assessment**
  The TA is required to prepare a register of all existing commercial contracts and classify these contracts according to their respective activities, terms of the contracts, revenue models and geographical locations. The TA is further required to conduct a detailed legal and structural analysis of the contracts in order to determine if the contracts are legally enforceable; structurally complete and comply with relevant legislative requirements, including but not limited to the Public Finance Management Act (PFMA); Treasury Regulations; SCM prescripts; specific goal requirements; and environmental legislation. The TA is further required to identify any contractual gaps, weak contractual provisions, lapsed agreements and/or agreements that were concluded without the requisite requirements and approvals.

- **Commercial and Financial Performance Review**
  The TA is required to evaluate the commercial and financial performance of each agreement. The assessment must determine if the agreements achieve fair risk transfer and value for money; and if the pricing structures are competitive in the market. The TA must identify potential revenue leakage risks; under-reporting exposure; and weak enforcement mechanisms. The TA is required to benchmark the agreements against similar conservation and concession models in order to identify optimisation opportunities. The TA is required to assess the sufficiency of performance guarantees; credit risk exposure; and financial sustainability of counterparties.

- **Operational and Performance Review**
  The TA is required to assess the extent to which the operational obligations of each contract have been complied with, including service delivery standards; infrastructure maintenance; environmental management requirements; transformation commitments and observance of EKZNW's operational guidelines and procedures.

- **Policy and Strategic Alignment Review**
  Each contract will need to be evaluated as to whether the contract aligns with EKZNW's commercialisation objectives; biodiversity conservation mandate; revenue generation targets; specific goals; and local economic development priorities. The TA must determine whether existing agreements support long-term sustainability and whether the agreements are consistent with the entity's strategic direction. Agreements that do not align; are financially suboptimal; and are not consistent with the entity's strategic direction must be identified.

- **Risk Assessment**
  A structured risk assessment is to be conducted across the portfolio to identify legal, financial, operational, environmental, reputational and governance risks. The TA is required to determine whether the identified risks are clearly defined; appropriately allocated to the party best positioned to manage the risks; and are supported by enforceable mitigation measures.

- **Recommendations and Implementation Roadmap**
  The assignment will result in a consolidated report containing clear; prioritised and actionable recommendations, after the assessment is completed. A phased implementation road map (short; medium and long term);
  The following deliverables are expected**:**
  - Inception Report
  - Consolidated Diagnostics Review
  - Financial and Revenue Assessment
  - Risk Matrix; and
  - Final Commercial Contracts Review Report

  The objective is to establish a legally compliant, commercially robust and strategically aligned commercial contracting framework that enhances revenue performance, strengthens governance and reduces institutional risk exposure and the to create a commercially robust; legally compliant and strategically aligned contracting framework that will increase revenue performance; reduce institutional risk exposure; and enhance governance across EKZNW's commercial portfolio.

  Remuneration Transaction Advisor
  The successful service provider(s) will be appointed to conduct assessments of existing commercial contracts and provide advisory services on non-Public-Private Partnership (non-PPP) projects on an as-needed basis. Payment for these services will be made in accordance with the Department of Public Service and Administration (DPSA) prescribed rates.

5.2.3 Advisory on Non-PPP Commercial Alternative Delivery Mechanisms and Revenue Generation Innovation

In addition to PPP transaction advisory services, the Transaction Advisor shall provide strategic and commercial advisory services to support EKZNW's broader commercialization agenda, including tourism products, alternative delivery mechanisms and pilot initiatives.

Remuneration Transaction Advisor

The successful service provider(s) will be appointed to conduct assessments of existing commercial contracts and provide advisory services on non-Public-Private Partnership (non-PPP) projects on an as-needed basis. Payment for these services will be made in accordance with the Department of Public Service and Administration (DPSA) prescribed rates.

6. Bidders must submit separate and clearly itemised pricing proposals for:

- Small-cap PPP projects; and
- Large-cap PPP projects.

The pricing must detail the cost structure, assumptions, deliverables, and resource allocation for each category to enable transparent evaluation and comparison.

This scope applies to PPP transactions of varying size, complexity, and sector, covering both small-cap and large-cap projects.

7. DURATION OF THE CONTRACT

The Contract of the Transaction Advisor will be for 60 months period commencing on signing of the Service Level Agreement.

8. TRANSACTION ADVISOR SKILLS

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

The skills and experience required in Transaction Advisors are as follows:

- Financial analysis, with relevant PPP and project finance experience or other demonstrable relevant experience.
- PPP procurement and structuring or other demonstrable experiences.
- Legal, with relevant South African experience in the drafting and negotiating of PPP agreements and relevant limited recourse Project Finance experience.
- Relevant technical expertise in facilities management, building design, construction, engineering, quantity surveying, and property planning, and development applicable to the proposed facilities.
- Environmental, socio-economic and heritage expertise.
- Black Economic Empowerment expertise.
- Negotiations, Contract management. Project management; and
- Understanding of the National Treasury's PPP Toolkit for Tourism, PPPs, and PFMA.

8.1 Team Composition

- **PPP Specialist/Team Leader** should have a minimum of a master's degree in relevant field and at least 10 years of practical experience in PPP transaction advisory projects.
- **Legal Expert** with minimum of a bachelor's degree and at least 10 years' experience in drafting and analysing commercial agreements, rendition of legal counsel and negotiation support in projects involving infrastructure, legal risk assessment and mitigation
- **Project finance specialist** with a minimum of bachelor's degree and at least ten (10) years of demonstrated experience in financial modelling/ structuring of large infrastructure projects, value for money analysis project

costing and revenue forecasting, development of financing plans

- **Tourism specialist** with a minimum of bachelor's degree and at least ten (10) years of demonstrated experience in ecotourism, biodiversity and public private partnership projects.
- **Technical Expert Architect** with a B Degree in Built Environment and demonstrate at least 10 years' experience working in a Transaction Advisory role.
- **Technical Expert Civil Engineer** with B Degree in Civil Engineering and demonstrate at least 10 years' experience working in a Transaction Advisory role and registered with relevant professional body.
- **Technical Expert Electrical Engineer** with bachelor's degree in electrical engineering and demonstrate at least 10 years' experience in Transaction Advisory role and registered with relevant professional body.

8.2 Specific Conditions of the Contract

8.2.1 Remuneration schedule and disbursement arrangements

a. Remuneration Condition Transaction Advisor

- Payment will be made based on the achievement and approval of defined project phases and milestones, using a phases delivery approach.

b. Disbursements will be processed on a monthly or quarterly basis, in line with the agreed payment schedule linked to milestone completion.

- All deliverables and services must be formally reviewed and approved by the entity in terms of the contract/SLA before any payment is processed.
- Payments will be made in South African Rand, inclusive of VAT, upon submission of a valid tax invoice in accordance with the contract/SLA.
- The consortium is responsible for its own office infrastructure; any satellite office space provided by the entity will be for convenience only and does not affect remuneration.

9. Provision for Non-PPP Advisory Services

The successful service provider(s) will be appointed to conduct assessments of existing commercial contracts and provide advisory services on non-Public-Private Partnership (non-PPP) projects on an as-needed basis. Payment for these services will be made in accordance with the Department of Public Service and Administration (DPSA) prescribed rates.

10. Right to Alternative Support (Pro Bono)

Ezemvelo KZN Wildlife reserves the right, in accordance with applicable procurement prescripts, to utilise pro bono, donor-funded, or grant-funded support for any component or deliverable of the project. Modelling support.

11. Appointment of Multiple Transaction Advisor Firms

Ezemvelo KZN Wildlife reserves the right to appoint more than one Transaction Advisor firms for Public-Private Partnership (PPP) projects for a period of five (5) years, such appointments may be made to support multiple projects, enhance capacity, or address specialised technical requirements, as necessary.

12. Management of Transaction Advisors

The service Providers who will be appointed as Transaction Advisors will report directly to the Commercialisation Project Officer, appointed by the Entity to take full responsibility for managing the transaction advisor's work and for ensuring delivery on the project.

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

The project officer will confirm that the transaction advisor has satisfactorily completed each deliverable before invoices can be submitted to the Entity for payment. The transaction advisor shall submit Interim Reports each two weeks describing progress of work, updated work schedule, and any key constraints encountered by the transaction advisor in the performance of the activities.

SPECIAL CONDITIONS OF BID

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

2. PURPOSE

The purpose of this bid is to invite prospective bidders to submit a request for Appointment of Transactional Advisors for Ezemvelo KZN Wildlife Public-Private Partnership (PPP) Projects for A Period of Five (5) Years

3. CONTRACT PERIOD

This contract shall be for a period of sixth (60) months

4. BID PUBLICATION AND VALIDITY PERIOD

It is the responsibility of the bidder to keep tracking any information updates on the original tender adverts (e-Tenders Portal) throughout bidding process (advert till award stage). The tender proposal must remain valid for the period of one hundred and eighty (**180**) calendar days after closing date.

5. PRICING

The offered total of the prices should be inclusive of Value Added Tax (VAT). The Bidders pricing is to remain firm for **180 days** from the closing date of this tender; Ezemvelo KZN Wildlife reserves the right to negotiate with the recommended bidder prior to signing of the contract.

6. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

Phase 1: Compliance and completeness screening

i. **Standard Bid documents:**

You are requested to complete and sign the below attached Compulsory Returnable Standard Bidding Document (SBD) Forms:

a) Authority to Sign Bid
b) Registration on the Central Supplier Database
c) SBD 1: Invitation to Bid
5 Part A: Invitation to Bid
6 Part B: Terms and conditions of the bid
d) SBD 4: Bidders Disclosure
e) SBD 6.1 Preferential Procurement regulations 2022
f) General conditions of contract
g) Failure to complete and sign the above Compulsory Returnable Standard Bidding Document (SBD) Forms shall result in the tender being considered non-responsive and rejected.

ii. **Compliance:**

a) The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.

b) The bidder or any of its directors/shareholders is not 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.

c) The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.

d) Forging of documents/certificates Ezemvelo KZN Wildlife has observed that prospective bidders are allegedly submitting fraudulent and forged documents when participating in tenders. Bidders are advised against committing fraudulent activities and creating forged documents. Ezemvelo KZN Wildlife will ensure compliance with this Act by reporting all offenders of the SCM system to the SAPS and registering them on the Register of Tender Defaulters as stipulated in section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Offenders of the SCM system may face various penalties, including being barred from conducting business with any public institutions for a period not exceeding 10 years (see section 28 of this Act).

e) For Compulsory briefing sessions, bidders must ensure that the certificate is stamped and signed during the session, and the attendance register is signed as well.

N.B Failure to comply with the above requirement will result in the tender being deemed non-responsive and rejected.

Phase 2: Functionality Evaluation

The bid functionality will be evaluated out of 100 points by using the following points weight categories. All Bids that scored below **75 points** will be eliminated and not considered for further evaluation.

Ref no.	FUNCTIONALITY EVALUATION
1.	**COMPANY EXPERIENCE (40 POINTS)**
	1.1. Company Profile (20 points) The bidder shall submit a Company Profile that clearly demonstrates its **institutional capacity**, including organizational structure, relevant experience, and available resources, as well as its **proven expertise in Public-Private Partnership (PPP) transaction advisory services** within the infrastructure and tourism sectors. The bidder shall have a maximum of **ten (10) years of proven and verifiable experience** in delivering such services. **Means of Verification** Bidders shall submit: A Company Profile clearly indicates the number of years of relevant experience; and a summary of PPP transaction advisory projects undertaking over a minimum period of ten (10) years. **Company Profile Requirements** The Company Profile shall include, at a minimum, the following information: Company Overview: Legal name, registration details, and core business activities Years of Experience: Demonstrated experience in PPP transaction advisory services Relevant Sector Experience: Experience in infrastructure and tourism PPP projects Operational Capacity: Office locations, organizational resources, and technical capability Project Experience Summary: Details of completed and ongoing projects, project phases completed including the role performed, project value, and outcomes achieved Contactable Clients and References: List of clients with verifiable contact details and references **Important Note** The Company Profile shall clearly demonstrate the bidders: **Institutional capacity**, including experience, organizational structure, and available resources; and **Relevant expertise** in Public-Private Partnership (PPP) transaction advisory services, particularly within the infrastructure and tourism sectors. **Failure to provide sufficient detail and supporting information may result in a lower score under this evaluation criteria.** **Annexure A (Company Profile), containing sample templates, is attached to assist service providers with the preparation of their submissions. The use of these templates is not compulsory; however, service providers must ensure that all required information is provided in their submissions.**

	Sub-Points: i. **20 Points =** More than 10 years of relevant PPP advisory experience with a strong and consistent track record in infrastructure and tourism sectors. ii. **15 Points =** 5 to 9 years of relevant PPP advisory experience with adequate supporting evidence, iii. **0 Points =** Less than 5 years of experience (non-compliant)
	1.2 Company experience (20 points) **Experience in PPP Transaction Advisory Projects** The bidder shall provide evidence of participation in a maximum of **five (5) Public-Private Partnership (PPP) transaction advisory projects**, either completed or currently in progress, demonstrating relevant experience in the **infrastructure and tourism sectors**. The submission shall clearly demonstrate the bidder's **proven competency in delivering the various stages of PPP transactions**. **Supporting Documentation** The bidder shall submit a maximum of **five (5) detailed reference letters** from clients confirming its involvement in similar projects. Five (5) or more highly relevant PPP transaction advisory projects in the infrastructure and tourism sectors, supported by verifiable evidence, including a clear indication of the stage reached in each PPP project (e.g., pre-feasibility, feasibility, procurement, and Commercial close). Bidders must provide reference letters, completion certificates, appointment letters, or other documentary proof demonstrating their role and the extent of their involvement in each project. **Important Note (N.B.)** Each reference letter shall: Be issued in the client's official letterhead; Clearly state the client/company name; Include contactable references and contact details; Specify the duration and value of the contract; and Describe the nature, scope, and stage of the project, including the services rendered by the bidder

	Annexure B (Reference Letter), containing sample templates, is attached to assist service providers with the preparation of their submissions. The use of these templates is not compulsory; however, service providers must ensure that all required information is provided in their submissions. **<u>Sub-Points:</u>** **04 points** will be allocated for each positive reference up to a maximum of 20 points in line with the scoring below:

Project Scope	**Points**
Pre-Feasibility Study	0.8
Feasibility Study	1.6
Procurement process	1.2
Commercial close	0.4
Total points per reference letter	**04**

Scoring Method

- Each **positive reference** can score a maximum of **4 points** if it covers all four project stages.
- A maximum of **20 points** is available.
- Therefore, the maximum score is achieved with 5 positive reference letters: 5 reference X4 points per reference =20 points

N.B: Bidders must submit at least Five (5) reference letters or attain a minimum score of 10 points under this criterion to qualify for further consideration. Failure to meet either of these requirements will result in the bidder being disqualified and excluded from the subsequent stage of the evaluation process.

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2.	**KEY EXPERTS – QUALIFICATION, SKILLS AND EXPERIENCE (50 POINTS)**
	The bidder shall provide a team of **seven (7) key experts** with relevant qualifications, skills, and proven experience to successfully execute the contract. The evaluation will be based on the expertise, qualifications, and experience demonstrated by the proposed personnel. N.B Each Key Expert of the requirement to submit the following documents: A detailed Curriculum Vitae (CV) Copies of academic qualifications Professional registration certificates (where applicable) NB: Points will only be allocated to bidders who submit both the Curriculum Vitae (CV) and certified copies of the

	relevant qualifications for the proposed personnel. Failure to submit either the CV or the qualification certificates will result in no points being allocated. Certified copies of qualification certificates must have been certified within six (6) months prior to the tender closing date. Qualification certificates that are not certified within this period will not be considered for scoring, and no points will be allocated for the relevant qualifications.
	2.1 **Key Expert 1: Project / Team Leader (20 points)** • Certified PPP Professional (Level 3) /CP3P), **10 points** • Registration with SACPCMP, **5 points** • Master's degree in project management, Engineering, or related field, **2 points** – 10 or more years of leadership experience in transaction advisory projects = 3 points – 5 to 9 years of leadership experience in transaction advisory projects = 2 points – Less than 5 years' leadership experience in transactions advisory projects= 0 point
	2.2 **Key Expert 2: Senior Legal Advisor (5 points)** • LLB or equivalent legal qualification (level 8), **2 points** – 10 or more years of experience in transaction advisory projects = 3 points – 5 to 9 years of experience in transaction advisory projects = 2 points – Less than 5 years' experience in transactions advisory projects= 0 point
	2.3 **Key Expert 3: Financial Analyst (5 points)** • B Degree in Finance, Accounting, Economics, or related field, **2 points** • Professional body certification (e.g., CA(SA), CFA, ACCA) required – 10 or more years of experience in transaction advisory projects = 3 points – 5 to 9 years of experience in transaction advisory projects = 2 points – Less than 5 years' experience in transactions advisory projects= 0 point
	2.4 **Key Expert 4: Tourism Specialist (5 points)** • B Degree in Tourism Management or related discipline (level 8), **2 points** – 10 or more years of experience in transaction advisory projects = 3 points – 5 to 9 years of experience in transaction advisory projects = 2 points – Less than 5 years' experience in transactions advisory projects= 0 point
	2.5 **Key Expert 5: Architect (5 points)** • B Degree in Architecture, **2 points** • Registered with the relevant professional body required

	– 10 or more years of experience in transaction advisory projects = 3 points – 5 to 9 years of experience in transaction advisory projects = 2 points – Less than 5 years' experience in transactions advisory projects= 0 point
	2.6 **Key Expert 6: Civil Engineer (5 points)** • B Degree in Civil Engineering, **2 points** • Professionally registered (e.g., ECSA or equivalent) required – 10 or more years of experience in transaction advisory projects = 3 points – 5 to 9 years of experience in transaction advisory projects = 2 points – Less than 5 years' experience in transactions advisory projects= 0 point
	2.7 **Key Expert 7: Electrical Engineer (5 points)** • B Degree in Electrical Engineering, **2 points** • Professional registration (e.g., ECSA or equivalent) required – 10 or more years of experience in transaction advisory projects = 3 points – 5 to 9 years of experience in transaction advisory projects = 2 points – Less than 5 years' experience in transactions advisory projects= 0 point
3.	**METHOD STATEMENT (10 POINTS)**
	The bidder must provide a clear and detailed Method Statement that includes the following: • Demonstration of a thorough understanding of the assignment requirements in relation to the specified scope of work • Description of quality assurance and compliance measures in line with applicable legislative and regulatory requirements • A proposed team structure (organogram) indicating roles, responsibilities, and reporting lines for each team member • A proposed work plan, including the project management approach and implementation timetable, demonstrating a clear understanding of project deliverables a. Understanding of Scope 5 b. Team Structure 2.5 c. Work Plan & Timeline 2.5
	1. Understanding of Scope and PPP Compliance issues (5 Points) (Green Field large cap) The Bidder demonstrates a clear understanding of the project requirements, including planning, execution, stakeholder coordination, quality management, and final delivery. The approach ensures timeliness, compliance, and high-quality completion of all deliverables.

	2. Team Structure (2.5 Points) A well-defined team structure is proposed, led by a Project Manager and supported by a QA Lead, Stream Leads, and technical staff. Roles and reporting lines are clearly defined to ensure accountability, efficient communication, and effective project delivery.
	3. Work Plan & Timeline (2.5 Points) A phased project approach will be used over 20 weeks, covering initiation, planning, execution, quality review, and close-out. The plan includes clear milestones, monitoring mechanisms, and reporting to ensure successful delivery of all project objectives.

Phase 4: Price and preference

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

7. TENDER SUBMISSION

Bids must be submitted in both hard copies and electronic documents in the form of a USB. Bids must be deposited in the bid box:

Tenders/Bids Box
Ground Floor Entrance/ Main Reception
Ezemvelo KZN Wildlife, Head Office
Queen Elizabeth Park
No. 1 Peter Brown Drive
Montrose, Pietermaritzburg
3202

Bidders must ensure that the envelopes containing bid documents are appropriately marked, clearly identifying the bid number, bid description, closing date and time, bidder contact person and contact details. Bidders must personally, or in the case of third-party delivery, i.e. Courier, ensure that the bid submission is deposited in the bid box marked “Tenders/Bids**.**

8. CAPACITY OF THE BIDDER

8.1. PPP TRANSACTION ADVISORY EXPERIENCE REFERENCE

No.	Project Name	Client	Sector (Infrastructure/Tourism)	Project Status (Completed/Ongoing)	Key PPP Stages Covered	Year(s)
1.						
2.						
3.						
4.						
5.						

8.2. ANNEXURE B: REFERENCE LETTER – PPP TRANSACTION ADVISORY EXPERIENCE (Sample Template)

***NB:** The bidder may duplicate this template where more than one reference letter is required, with each reference letter to be completed separately.*

Bid Description / Project Description (Previous Experience / Work Performed)	
Bid number / Purchase Order Number	

Scope of work The bidder was responsible for the following advisory services:			
Project Scope	**Point**	**Y/N**	**COMMENTS**
Pre-Feasibility Study	0.8		
Feasibility Study	1.6		
Procurement process	1.2		
Commercial close	0.4		
Total points per reference letter:	**04 points**		

Project Manager Name ____ Signature________________________

Thus, signed at ____on this ___________ day of __________

8.3. KEY EXPERTS – QUALIFICATION, SKILLS AND EXPERIENCE

8.3.1. **Project / Team Leader** (Name & Surname): ____

<table>
<tr><td rowspan="3">INSTITUTION
NB: Personnel Curriculum Vitae (CV) must be submitted to be used to verify attached information.</td><td colspan="7">Number of experiences</td></tr>
<tr><td colspan="3">Start date</td><td colspan="3">End Date</td><td rowspan="2">Total experience</td></tr>
<tr><td>Day</td><td>Month</td><td>Year</td><td>Day</td><td>Month</td><td>Year</td></tr>
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8.3.2. **Senior Legal Advisor** (Name & Surname): ____

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<tr><td colspan="3">Start date</td><td colspan="3">End Date</td><td rowspan="2">Total experience</td></tr>
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8.3.3. **Financial Analyst** (Name & Surname): ____

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NB: Personnel Curriculum Vitae (CV) must be submitted to be used to verify attached information.</td><td colspan="7">Number of experiences</td></tr>
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8.3.4. **Tourism Specialist** (Name & Surname): ____

INSTITUTION NB: Personnel Curriculum Vitae (CV) must be submitted to be used to verify attached information.	Number of experiences						
	Start date			End Date			Total experience
	Day	**Month**	**Year**	**Day**	**Month**	**Year**	

8.3.5. **Architect** (Name & Surname): ____

INSTITUTION NB: Personnel Curriculum Vitae (CV) must be submitted to be used to verify attached information.	Number of experiences						
	Start date			End Date			Total experience
	Day	**Month**	**Year**	**Day**	**Month**	**Year**	

8.3.6. **Civil Engineer** (Name & Surname): ____

INSTITUTION NB: Personnel Curriculum Vitae (CV) must be submitted to be used to verify attached information.	Number of experiences						
	Start date			End Date			Total experience
	Day	**Month**	**Year**	**Day**	**Month**	**Year**	

8.3.7. **Electrical Engineer** (Name & Surname): ______________________________________

INSTITUTION NB: Personnel Curriculum Vitae (CV) must be submitted to be used to verify attached information.	Number of experiences						
	Start date			End Date			Total experience
	Day	**Month**	**Year**	**Day**	**Month**	**Year**	

8.4. ANNEXURE A: COMPANY PROFILE – PPP TRANSACTION ADVISORY EXPERIENCE (Sample Template)

1. COMPANY OVERVIEW	
Legal Name of the Company	
Registration Number	
Total number of years company was established	
Total number of years of experience in PPP Advisory	

2. RELEVANT SECTOR EXPERIENCE: COMPANY EXPERIENCE IN PPP PROJECTS

The bidder shall demonstrate his experience in delivering PPP projects within the infrastructure and tourism sectors, clearly outlining the project description, types of projects, and role performed.

Project Name	Client name	Duration			Project Description (PPP Project)	Task Performed by Bidder	Status of PPP Project (Completed/Ongoing)
		Start Date					
		End date					
		Start Date					
		End date					
		Start Date					
		End date					
		Start Date					
		End date					
		Start Date					
		End date					
		Start Date					
		End date					
		Start Date					
		End date					
		Start Date					
		End date					

3. KEY PERSONNEL

Summary of key professional staff, including their qualifications, years of experience, and areas of specialization relevant to the assignment. Organizational Resources,

- Number of staff:

Name	Position (Key Role in PPP Projects)	Qualifications	Years of Experience	Area of Specialization

4. CONTACTABLE CLIENTS AND REFERENCES (PREVIOUS EXPERIENCE)

Provide details of clients for whom PPP transaction advisory services were rendered. All references must be verifiable and directly linked to the listed projects.

Client Name	Project	Contact Person	Position	Email & Telephone details	
				Email	
				Telephone	
				Email	
				Telephone	
				Email	
				Telephone	
				Email	
				Telephone	
				Email	
				Telephone	