



RFB NUMBER:	C-BRTA/HO/0094
DESCRIPTION/ PROJECT NAME:	TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND TO POTENTIALLY PROVIDE TECHNICAL SUPPORT IN THE PROCUREMENT FOR THE TRUCK STOP PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT AGENCY
PUBLISH DATE:	10 FEBRUARY 2026
NON-COMPULSORY BRIEFING SESSION DATE	17 February 2026 @ 11h00 Meeting Link: https://teams.microsoft.com/meet/37438494411808?p=aSxP54GnQxigx2nUbC Meeting ID: 374 384 944 118 08 Meeting Passcode: vA37cZ3S
VALIDITY PERIOD:	90 DAYS FROM CLOSING DATE
CLOSING DATE:	12 March 2026
CLOSING TIME:	11H00 am
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	CROSS BORDER ROAD TRANSPORT AGENCY 350 WITCH-HAZEL AVENUE, ECO POINT OFFICE PARK, BLOCK A, ECO-PARK, CENTURION PRETORIA (Bid Box at Reception) NB: Bidders must ensure that they sign the register at the reception when delivering their bids
ATTENTION:	SUPPLY CHAIN MANAGEMENT
TENDER ENQUIRIES	All enquiries and technical questions relating to this tender may be submitted via email to tenders@C-BRTA.co.za . The closing date for submission of questions is on 27 February 2026 at 16h00.

BIDDER NAME: _____

- Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.
- The C-BRTA reception is accessible from (07h30 to 16h00); 5 days a week (Monday to Friday).
- Bidders must ensure that they **sign the register** at the reception when delivering Bids.
- Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

TABLE OF CONTENTS FOR RFB: C-BRTA/HO/0094

PART 1

1. CONDITIONS AND UNDERTAKINGS BY BIDDER
2. BID CONDITIONS
3. GENERAL CONDITIONS OF CONTRACTS
4. TERMS OF REFERENCE

ANNEXURES:

- ANNEXURE A1: SBD 1 - INVITATION TO BID
- ANNEXURE B1: SBD 3.3 - PRICING SCHEDULE
- ANNEXURE C1: SBD 4 - DECLARATION OF INTEREST
- ANNEXURE D1: SBD 6.1 – PREFERENCE CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022
- ANNEXURE E1: SBD 7 - CONTRACT FORM

PART 2

ANNEXURES

1. ANNEXURE F: PRO FORMA TEMPLATE – SPECIFIC GOALS
2. ANNEXURE G: PRO FORMA TEMPLATE - FIRMS
3. ANNEXURE H : PRO FORMA TEMPLATE – PROJECT TEAMS

PART 1

1. Conditions and Undertakings by Bidder

- **The Bid forms should not be retyped, but photocopies may be prepared and used.**
 - However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
 - Black ink should be used when completing Bid documents.
 - Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. C-BRTA will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
 - I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to C-BRTA on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
 - I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by C-BRTA during the validity period indicated and calculated from the closing hour and date of the Bid;
 - the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this bid?

Name of Bidder [company name] (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

Telephone Number: Fax Number:

Cell Number:

2. Bid Conditions

Bidders shall provide full and accurate answers to all questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

Bidders must specify whether they comply with the all bid conditions indicated as follows.

- A "√" under "Comply" will be interpreted as full compliance / acceptance to the applicable paragraph.
- A "√" under "Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph
- A "√" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly. Note: **If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply".**

The following bid conditions will govern the contract between the C-BRTA and the successful bidder:

Requirement	Comply	Partial Comply	Not Comply
3.1. Bidders are invited to offer the services or provide goods in accordance with the attached Specifications and the conditions within this document.			
3.2. Successful Bidder/s will be contracted to procure the Services for a period to be agreed after which C-BRTA reserves the right to review and extend the contract for further period/s at the C-BRTA discretion.			
3.3. The fees will be negotiated.			
Interpretation of requirements	Comply	Partial Comply	Not Comply
3.4. The Bidder/s shall accept C-BRTA interpretation of any specific requirement in the Bid documents or Specifications should there be			

Requirement	Comply	Partial Comply	Not Comply
a difference of interpretation between the Bidder/s and C-BRTA. Should any dispute arise as a result of this Bid and / or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and C-BRTA, it shall be dealt with in terms of General Conditions of Contract of this document.			
3.5. Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this Bid, the Bid conditions shall take preference.			
Documentation	Comply	Partial Comply	Not Comply
3.6. Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.			
3.7. Bidder's name and address should clearly appear on the outside of Bid documents and on envelope.			
3.8. Acceptance of any Bids will only indicate, without any obligations on the part of either C-BRTA and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.			
3.9. C-BRTA reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.			

Requirement	Comply	Partial Comply	Not Comply
3.10. The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to C-BRTA and not necessarily on the basis of lowest price or any other criteria.			
3.11. Should C-BRTA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so requires.			
3.12. Should C-BRTA consider it necessary, C-BRTA will visit the Bidder/s customer sites.			
3.13. C-BRTA reserves the right:			
3.13.1. to cancel this Bid at any time;			
3.13.2. not to accept any Bids;			
3.13.3. to accept one or more Bids for further negotiation and;			
3.13.4. to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.			
Copyright	Comply	Partial Comply	Not Comply
3.14. The specifications are the intellectual property of C-BRTA.			
3.15. The contents of any specifications are the property of C-BRTA and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.			
Precedence	Comply	Partial Comply	Not Comply
3.16. All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.			
3.17. If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been			

Requirement	Comply	Partial Comply	Not Comply
quoted, the order of precedence, from highest to lowest is: <ul style="list-style-type: none"> • Statutory and mandatory requirements, • This bid document, • Contract Conditions. 			
Alternative suppliers	Comply	Partial Comply	Not Comply
3.18. The Bidder accepts that the C-BRTA will have the right to contract with any other Service Provider for provision of services not covered by this specification.			
3.19. Bidder must also submit: A written statement to the specification of C-BRTA by the bidder, that none of his shareholders, personnel and partners have any involvement or writing the specification of this bid.			
Submission of Bid	Comply	Partial Comply	Not Comply
3.20. C-BRTA will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as previously described.			
Service approval	Comply	Partial Comply	Not Comply
3.21. The Procuring of the Services shall not take place until C-BRTA has given final approval of all procedures.			
Additional Criteria	Comply	Partial Comply	Not Comply
3.22. C-BRTA will evaluate the bids against the following criteria: <ul style="list-style-type: none"> • Compliance to the Specifications/ Functionality • Price • Specific Goals • Compliance to Bid Conditions 			
Addenda	Comply	Partial Comply	Not Comply

Requirement	Comply	Partial Comply	Not Comply
3.24. In the event that modifications, clarifications or additions which will form addenda to the RFB become necessary, all Bidders will be notified, in writing.			
Preparation Costs	Comply	Partial Comply	Not Comply
3.25. All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with the Bid will become C-BRTA property unless otherwise stated by the Bidder/s at the time of submission.			
Confidential Material	Comply	Partial Comply	Not Comply
3.26. Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.			
Payment Terms – Local Creditors	Comply	Partial Comply	Not Comply
3.27. Payments of invoices will be effected within 30 days of receipt of a correct and original invoice.			
3.28. Invoices and statements should be submitted after C-BRTA has acknowledged receipt of the services procured or goods supplied.			

Please note and accept the following clauses of C-BRTA conditions and Procedures governing the Procurement of Services.

3.29. Contract Negotiations

The C-BRTA, together with the successful Bidder, will work out the service levels indicating activities, staff, and logistics and reporting, as per the Master Service Agreement (MSA). The agreed program and service levels will then be incorporated in the “Support Services SOW” and will form part of the agreement.

3.30. Awarding the Bid

The C-BRTA reserves the right to award to one or more Bidders. All Bidders will be notified of the Bid Outcomes after final award.

3.31. Contract Termination

A contract/s with a successful Bidder/s may be terminated by the C-BRTA on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The C-BRTA, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the C-BRTA and the successful Bidder. In this instance the C-BRTA shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

3.32. Dispute Resolution

3.32.1. All disputes arising out of this Bid or relating to the legal validity of this Bid or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 3.31.3; failing which
- Mediation, in terms of paragraph 3.31.4; failing which
- Arbitration, in terms of paragraph 3.31.6.

3.32.2. In the Paragraph Clause 3.31.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalization of the dispute resolution process contemplated in paragraph 3.31.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

3.32.3. Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, a statement confirming that the dispute has been resolved.

3.32.4. If negotiation in terms of paragraph 3.31.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.32.5. The periods for negotiation (specified in paragraph 3.31.3) or for referral of the dispute for mediation (specified in paragraph 3.31.4.), may be shortened or lengthened by written agreement between the parties.

3.32.6. In the event of the mediation contemplated in paragraph 3.31.3 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration

under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.32.7. A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.32.8. At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

3.32.9. The arbitration shall be held at Sandton, South Africa, in English.

3.32.10. The South African law shall apply.

3.32.11. The parties shall be entitled to legal representation.

3.32.12. The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.

3.32.13. This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this Bid.

3.32.14. Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

3.33. PAYMENT TERMS - LOCAL CREDITORS

3.33.1. Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the C-BRTA after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.

3.33.2. Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the C-BRTA from time to time and at the C-BRTA's sole discretion.

3.33.3. Payment shall furthermore be subject to the C-BRTA's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances.

3.34. TERMINATION

3.34.1. The following clause will be applicable to all contracts entered into/orders placed by C-BRTA:

If, at any time during the currency of this Bid and subsequent contract/order, C-BRTA in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

(a) Acted dishonestly and/or in bad faith, and/or

(b) Has made any intentional or negligent misrepresentation to C-BRTA whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then C-BRTA shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, C-BRTA shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. The C-BRTA shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by C-BRTA. No payment by C-BRTA to the other party after the lapse of such period shall preclude C-BRTA thereafter, from recovering from the other party any such damages as it may have suffered.

3.35. SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

3.36. COPIES REQUIRED

Bidders are required to submit One Original, One copy plus a soft copy version of a complete bid document and its supporting documentations, in a USB Marked with a company name

3.37. GENERAL VENDOR INFORMATION

The following general information is required from the prospective vendor:

Name of Company/Trading as:

- Postal Address
- Street Address
- Telephone and facsimile numbers
- Company Head Office:
- Postal Address
- Street Address
- Telephone and facsimile numbers
- Contact Numbers

List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust

List of shareholders of individual share certificates-CIPC registration document indicating the following:

- (a) members with percentage interest
- (b) date of registration

(c) Company registration number

3.38. INFRASTRUCTURE

- Would you describe your business as international, national or regional?
- All branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

3.39. ACTIVITY AND SERVICE PROFILE

- Detailed description of main field of expertise/area of operation of company.
- Range of services offered.

3.40. REASONS FOR DISQUALIFICATION

3.40.1. The C-BRTA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- (a) bidders who are not tax compliant in accordance with the National Treasury Central Supplier Database (CSD);
- (b) bidders who submitted incomplete information, incomplete and annexures and documentation according to the requirements of this Bid;
- (c) bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;
- (d) bidders who received information not available to other vendors through fraudulent means;
- (e) bidders who submit tippexed bids; and/or
- (f) bidders who do not comply with mandatory/minimum requirements as stipulated in this Bid.

3.41. There shall be **no public opening** of the Bids received; however, the list of bids received may be published on the C-BRTA website. There shall be no discussions with any enterprise until evaluation of the proposal has been completed. Any discussions shall be at the discretion of the C-BRTA.

3.42. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.

3.43. ENQUIRIES

Enquiries regarding this Bid should be submitted via e-mail quoting the bid number to:

Supply Chain Management	tenders@CBRTA.co.za
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Enquiries should reference specific paragraph numbers, where appropriate.

4. GENERAL CONDITIONS OF CONTRACT

4.1. Definitions

The following terms shall be interpreted as indicated:

- 4.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 4.1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 4.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 4.1.4 “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.
- 4.1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 4.1.6 “Country of origin” means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basis characteristics or in purpose or utility from its components.
- 4.1.7 “Day” means calendar day.
- 4.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 4.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 4.1.10 “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.
- 4.1.11 “Dumping” occurs when a private enterprise abroad market its good 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.
- 4.1.12 “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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

4.1.13 “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.

4.1.14 “GCC” mean the General Conditions of Contract.

4.1.15. “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

4.1.16.“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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

4.1.17. “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

4.1.18.“Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.

4.1.19. “Order” means an official written order issued for the supply of goods or works or the procuring of a service.

4.1.20.“Project site” where applicable, means the place indicated in bidding documents.

4.1.21.“Purchaser” means the organization purchasing the goods.

4.1.22. Republic” means the Republic of South Africa.

4.1.23. “SCC” means the Special Conditions of Contract.

4.1.24. “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.

4.1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

4.2. Application

4.2.1. 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.

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

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

4.3. General

4.3.1. Unless otherwise indicated in the bidding documents, the purchase 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.

4.3.2. With certain exceptions, invitations for bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4.4. Standards

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

4.5. Use of contracts documents and information

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

4.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 4.5.1 except for purposes of performing the contract.

4.5.3 Any document, other than the contract itself mentioned in GCC clause 4.5.1 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.

4.5.4. 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.

4.6. Patent rights

4.6.1. 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.

4.7. Performance Security

4.7.1. 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 contracts.

4.7.2. The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:

- (a) a bank guarantee or an irrevocable letter or credit issued by a reputable bank located in the purchaser's country or broad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

4.7.3. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

4.8. Inspections, tests and analyses

- 4.8.1. All pre-bidding testing will be for the account of the bidder.
- 4.8.2. If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 4.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payments arrangements with the testing authority concerned.
- 4.8.4. If the inspection, test and analyses referred to in clauses 4.8.2 and 4.8.3 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.
- 4.8.5. Where the supplies or services referred to in clauses 4.8.2 and 4.8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 4.8.6. Supplies and services, which are, referred to in clauses 4.8.2 and 4.8.3 and which do not comply with the contract requirements may be rejected.
- 4.8.7. Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found no to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies

forthwith, the purchaser may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.

4.8.8. The provisions of clauses 4.8.4 to 4.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 5. 23 of GCC.

4.9. Delivery and documents

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

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

4.10. Insurance

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

4.11. Transportation

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

4.12. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

4.12.2. 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.

4.13. Spare parts

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

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

4.14. Warranty

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

4.14.2. This warranty shall remain valid 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.

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

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

4.14.5. 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.

4.15. Payment

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

- 4.15.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 4.15.3. 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.
- 4.15.4. Payment will be made in Rand unless otherwise stipulated in SCC.

4.16. Prices

- 4.16.1. 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.

4.17. Contract Amendments

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

4.18. Assignment

- 4.18.1. 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.

4.19. Subcontracts

- 4.19.1. 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.

4.20. Delays in the supplier's performance

- 4.20.1. 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.
- 4.20.2. 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 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.
- 4.20.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

4.20.4. 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.

4.20.5. Except as provided under GCC clause 4.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 4.22, unless an extension of time is agreed upon pursuant to GCC clause 4.21.2 without the application of penalties.

4.20.6. 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.

4.21. Penalties

Subject to GCC clause 4.25, 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 4.23.

4.22. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 4.21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.22.2. 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 terminate.

4.23. Anti-dumping and countervailing duties and rights

4.23.1. 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 favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

4.24. Force Majeure

4.24.1. Notwithstanding the provisions of GCC clauses 4.22 and 4.23, the supplier shall not be liable for forfeiture or 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.

4.24.2. 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 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.

4.25. Termination for insolvency

4.25.1. 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.

4.26. Settlement of Disputes

4.26.1. 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.

4.26.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by 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.

4.26.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

4.26.4. Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

4.26.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

4.27. Limitation of liability

4.27.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5.6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

4.28. Governing language

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.

4.29. Applicable law

4.30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

4.30. Notices

4.30.1. 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.

4.31.2 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.

4.31. Taxes and duties

- 4.31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 4.32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 4.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

4.33. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contract that are subject to the NIP obligation

4.34. Prohibition of Restrictive Practices

- 4.34.1. In terms of section (4) (1) (b) (iii) of the Competition Act no 89 of 1998, as amended, an agreement between, or concerned 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).
- 4.34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in 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.
- 4.34.3. 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 FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR:
TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND
TO POTENTIALLY PROVIDE TECHNICAL SUPPORT IN THE PROCUREMENT FOR
THE TRUCK STOP PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT
AGENCY**

ACCRONYMS

- a) **BFI:** Budget Facility for Infrastructure
- b) **C-BRTA:** Cross-Border Road Transport Agency
- c) **NDoT:** National Department of Transport
- d) **TA:** Transaction Advisor
- e) **PSC:** Project Steering Committee
- f) **RFQ:** Request For Qualification
- g) **RFP:** Request For Proposal
- h) **TAs:** Treasury Approvals
- i) **GTAC:** Government Technical Advisory Centre
- j) **PPP:** Public-Private Partnership

1. PURPOSE

The C-BRTA seeks to appoint a service provider to provide transactional advisory service to conduct a feasibility study and to potentially provide technical support in the procurement of the Truck Stop Programme for Cross-Border Road Transport Agency.

2. INTRODUCTION

- 2.1. The Cross-Border Road Transport Agency (C-BRTA), the subsidiary of the National Department of Transport (NDoT), invites bids from a team of professionals for Transaction Advisory (TA) services to conduct a feasibility study of a truck stop in an identified 10 hectares of land located on LILY FARM, 20 kilometers from Groblersbridge border post.
- 2.2. It is anticipated that this will involve confirming suitability of the site, conducting all required assessments, advising and assisting with required license applications as well as providing advice on truck stop management services

- 2.3. At the risk of the private party developer, the proposed new development should include, but not be limited to, parking, accommodation, fueling station, refreshment areas, shopping facilities and mechanical workshops. Where the PPP is preferred, the TA's work may include the procurement of a Special Purpose Vehicle / Consortium for the financing, design, construction, operation, and maintenance of the identified truck stop facilities under a Public Private Partnership ("PPP") or long-term lease agreement.
- 2.4. C-BRTA has registered this project as a PPP with the National Treasury and GTAC have been assigned to support it in conducting a comprehensive feasibility study to guide the decision making and develop the most appropriate approach to this project as well as the procurement of the private party/parties in case the PPP is favoured.
- 2.5. GTAC is working with C-BRTA to facilitate the procurement and manage TA earmarked to conduct a feasibility study, and when the feasibility recommends a PPP, to provide the necessary technical support in the procurement of the private parties for the execution of the truck stops programme.
- 2.6. A TA would bring about the skills and experience in assessing the options from a technical, legal, and financial context. This will involve an integration of the property development, engineering, financial, legislative, procurement, environmental and contractual aspects for project implementation within the South African context, encompassing the relevant local, provincial, and national regulations as well as international good practice.
- 2.7. Consideration will only be given to bidders with demonstrated professional knowledge and experience in the following areas:
 - The National Treasury PPP framework and procurement in line with National Treasury guidelines.
 - Transaction advisory services.
 - Infrastructure development specifically in the transport sector.
 - Property development and the financing thereof.
 - Architectural, appropriate engineering, and conceptual design, especially in the transport infrastructure and retail sectors. This includes an understanding of "green building" requirements.
 - Urban Design, Town and Regional Planning, Precinct Planning.
 - Traffic impact assessment.
 - Financial analysis, inclusive of financial structuring and modelling. This will require experience in preparing reports and financial models to a standard acceptable to third-party financing institutions.
 - Economic analysis and economic cost benefit analysis.
 - Applicable legal experience – contract structuring and drafting thereof.
 - Stakeholder engagement and communications.

- Environmental and regulatory requirements.

3. BACKGROUND AND PROJECT DEFINITION

The Southern African Development Community (SADC) region stands at a critical juncture in its economic development, with cross-border transportation playing a pivotal role in driving regional integration, economic growth, and social development. Efficient transportation systems are the lifeblood of economic activity, connecting producers to markets, workers to jobs, and goods to consumers. Within this context, the state of transportation infrastructure, particularly truck stops along major corridors, is of paramount importance.

The Cross-Border Road Transport Agency (C-BRTA) has initiated a project aimed at developing strategically located truck stops along corridors leading to ports of entry. This initiative is designed to address the significant challenges posed by the lack of adequate truck stop facilities along key transport corridors. The C-BRTA, established through the Cross-Border Road Transport Act 4 of 1998, plays a vital role in regulating, facilitating, and enhancing cross-border road transport within the SADC region.

The agency's mandate encompasses licensing commercial cross-border road transport operators, ensuring the seamless flow of goods and passengers across borders, and reducing operational constraints that hamper the industry's efficiency. However, the lack of adequate truck stop facilities remains a significant challenge that needs to be addressed.

3.1. BACKGROUND

The SADC comprises a diverse group of countries at varying stages of economic development, united by a common vision of regional integration and economic cooperation. The SADC's strategic framework emphasizes the development of infrastructure as a critical enabler for achieving economic growth and development, reducing poverty, and enhancing the standard of living for its people.

Historically, the SADC region has faced numerous challenges in developing a cohesive and efficient cross-border transportation network. The legacy of disparate colonial infrastructures varied regulatory frameworks, and uneven investment levels across member states has resulted in a fragmented transportation landscape. This fragmentation is particularly evident in the provision and management of truck stop facilities, which are crucial for the safety and efficiency of long-haul trucking operations across the region.

The current state of truck stop infrastructure in the SADC region is marked by:

- Inadequate facilities, including a lack of secure parking, fuel stations, and rest areas

- Inconsistent standards, resulting in varying levels of service quality across different truck stops
- Uneven distribution along major transport corridors, leading to congestion and safety risks
- Lack of essential services, including basic amenities for drivers, such as food, water, and sanitation facilities

This situation not only impacts the welfare and safety of truck drivers but also poses significant risks to cargo security, contributes to increased costs and inefficiencies in cross-border trade, and hinders regional economic development.

3.2. OBJECTIVES OF THE INITIATIVE

C-BRTA intends to enter into a PPP for the identification, preparation and development of the truck stops in all suitable corridors in South Africa with necessary facilities. The purpose of creating the truck stops is to create strategic rest areas for the long-distance drivers that will be clean, comfortable, secure and affordable.

To address these challenges, the C-BRTA has embarked on a strategic initiative to develop modern, well-equipped truck stops along key corridors. This initiative aims to:

- Establish a network of truck stops that meet the diverse needs of the transport sector, including secure parking, fuel stations, and rest areas
- Enhance the safety and efficiency of long-haul trucking operations, reducing the risk of accidents and improving cargo security
- Generate economic benefits beyond the transport sector by stimulating local development and creating job opportunities
- Contribute to the realization of a more integrated and economically vibrant SADC region, promoting regional integration and economic growth

3.3. EXPECTED OUTCOMES

The development of modern, well-equipped truck stops along key corridors is expected to have a significant impact on the SADC region. Some of the expected outcomes include:

- Improved safety and efficiency of long-haul trucking operations
- Enhanced cargo security and reduced risk of theft and damage
- Increased economic benefits for local communities, including job creation and stimulation of local development
- Improved welfare and safety of truck drivers, including access to basic amenities and services
- Contribution to regional economic growth and development, promoting regional integration and cooperation

4. PROJECT GOVERNANCE STRUCTURE

- 4.1. The TA will be procured directly by C-BRTA, and they will contract with C-BRTA directly for the provision of the consulting services.
- 4.2. The oversight of the TA functions will be provided by the Project Steering Committee (“PSC”), consisting of officials from the C-BRTA, NDoT and GTAC, and any other relevant and necessary stakeholders deemed suitable by either C-BRTA. The PSC will be chaired by the Project Officer or appointed by C-BRTA.
- 4.3. The GTAC Senior Project Advisor and the C-BRTA appointed Project Officer will be jointly responsible for the overall coordination and management of the TA, including the management of the approval processes.
- 4.4. Once appointed, the TA will perform the secretariat functions, and this function will not be shared.

DURATION OF THE PROJECT

Phases	Duration
Phase 1- Feasibility Study	12 Months
Phase 2 - Procurement	24 Months
Total	36 Months

5. SCOPE OF WORK

The Transaction Advisor includes the entire advisory team under the management of a single Lead Firm, which will contract with C-BRTA. The successful Bidder will be expected to execute the following tasks and services for the C-BRTA.

5.1. PHASE 1 SUMMARY: FEASIBILITY STUDY

The feasibility study will consist of two stages. In Phase 1A, the TA takes the C-BRTA through the needs analysis, the technical options analysis, and the service delivery options analysis. In Phase 1B, the TA will conduct due diligence, a value assessment for service provision, focusing on a recommended delivery method, and then develop a procurement plan.

The C-BRTA reserves the right to terminate the TA's contract at the end of the feasibility study (phase 1):

- 1) Where the feasibility study does not favour the PPP process based on affordability, value for money assessment, risk transfer, or any other reasonable decision.

- 2) Where the C-BRTA decides to run the procurement independently based on affordability, value for money assessment, risk transfer or any other reasonable decision.

Where the outcome of the feasibility study does not favour a PPP, the TA's contract will after the approval of the feasibility study.

5.2. PHASE 2 SUMMARY: PROCUREMENT

The TA will provide the necessary technical, legal, and financial transaction advisory support for the procurement of a service provider through PPP or an alternative contractual arrangement.

Should the C-BRTA decide to procure these truck stops through a PPP, the Transaction Advisor will provide support during the procurement process as detailed in the National Treasury PPP Regulations and Guidelines, including preparing all documents required for Treasury Approvals (TA I, IIA, IIB, and III).

Where the PPP option is not approved by the C-BRTA, the work of the TA will be terminated at the end of the feasibility study without any additional remuneration other than that priced for that stage. Bidders need to ensure that the price quoted for each stage is adequate for the work to be taken in that stage.

The total contract duration is **36 months** from the acceptance of the letter of award by the preferred bidder to financial close; with Phase 1 to be implemented within 12 months, and Phase 2 to be implemented within 24 months. The bidder will have to submit an estimated timeline showing how the project will be completed within this timeline. Variations for circumstances beyond the control of the Transaction Advisor will be permitted. For bid pricing purposes, please assume that all aspects of the Truck Stops programme are to be included.

5.3. PHASE 1 DETAILS: FEASIBILITY STUDY

The issues mentioned below must be carefully considered and addressed in the appropriate stages of the feasibility study and subsequent procurement documentation.

- a. The baseline studies that will include technical, financial, legal, town planning, and regulatory matters, the concept plans as well as the elemental costing for the C-BRTA will be developed by the TAs from the scratch. There are no studies that has been done to this extent. This study will be based on identified parcel of land, known as LILY FARM 47 LQ, measuring 10 hectares and located in Tom Burke along R572, 20 kilometres from Groblersbrug Border Post, Limpopo.
- b. The TA should take note of the identified site but apply an independent mind to what it would entail to meet the output specs to render the project financially viable.
- c. Detailed output specifications will be needed for the procurement documentation. The TA will

work with the C-BRTA team to determine these output specs.

- d. It will be necessary to form an opinion on priorities within the programme, and the phasing thereof. This must be based on factors such as:
 - i. The most pressing needs.
 - ii. Affordability and the practicality of the Private Party raising finance.
 - iii. Technical constraints and land availability.
 - iv. Disruption to service delivery.
 - v. Construction industry constraints, if any.
- e. The truck stop programme envisages an inclusive, so in defining the needs of the C-BRTA the TA will need to consult with relevant stakeholders and advise the C-BRTA as to what future practices are envisaged to incorporate into the output specifications.
- f. Assess the technical, geological, engineering, space limitations, town planning, environmental, and related factors that may affect the feasibility of and timelines for the project.
- g. The determination of the availability of bulk infrastructure that support to project/s, the impact of this project on it and if not available the TA must estimate the required bulk infrastructure for costing purposes.
- h. The TA must work with the C-BRTA Finance Department and from time to time with the NDoT if required, to calculate the operational costs of the truck stops.
- i. The calculation should determine the profitability of the truck stop and provide scenarios where C-BRTA may be required to pay patronage fees.
- j. Revenue projections to the Private Party (the implementing development consortium/s) for the project reflect the profitability of the truck stops to C-BRTA and show that that there is a return on investment.
- k. The project would allow additional revenue that will arise from facilities or services added at risk by the Private Party. The TA must take an informed view as to the nature of these facilities or services, their revenue potential and associated risks.
- l. The TA will develop a comprehensive financial model which will serve as a decision-making tool for the TA and the C-BRTA team. This model will include all cost and revenue streams as well as all financing options. See D below.
- m. The TA will conduct an economic cost benefit analysis (CBA) with a view to compiling an application to the Budget Facility for Infrastructure (within National Treasury). This will only be done if the project team assesses that there is a likelihood of obtaining concessional funds from this source, and only if there is a viability gap that warrants it.
- n. Ascertain whether there is an appetite for this development in the infrastructure development market. If there are legitimate constraints, risks, and conditions raised by the market players, then the TA must take these into account and tailor the project/s accordingly.

The feasibility study itself is to be conducted in compliance with the National Treasury's **PPP Guidelines**, available on www.gtac.gov.za or from the PPP Unit. Furthermore, the TA will be required to attend meetings as and when required, and to make various presentations on the relevant governance structure(s).

The following are the tasks and activities associated with the feasibility study and procurement deliverables:

- **Activity 1.1 – Prepare and Submit Inception Plan** - Within two weeks of signing the contract for the work, the TA shall submit and present to C-BRTA a detailed Inception Plan and Schedule. This plan and schedule shall present sufficient and detailed information concerning the TA's approach to accomplishing the assignment to allow effective planning and scheduling of all activities required to support the TA's efforts.
- **Activity 1.2 – Kick-Off Meeting and Project Steering Meetings** – The TA is expected to attend Project Steering Committees, which will be chaired by the Project Officer from C-BRTA, as well as ad hoc meetings as necessary. The purpose of the PSC meetings is to report on the progress of the project and to reach any decisions required with C-BRTA. Action-based meeting minutes must be distributed at least two weeks after each meeting.
- **Activity 1.3 – Prepare and submit Progress Reports** – The TA shall prepare and submit progress reports for each quarter during the feasibility and procurement stages of this contract. Each progress report shall be delivered within 20 days of the end of each quarter. The report shall include 1) actual progress of the project, 2) actual expenditure during the preceding quarter and 3) any other information that may be reasonably requested from the TA.

5.3.1. NEEDS ANALYSIS

Through this task category, the TA will be required to produce a comprehensive needs analysis that defines the proposed project and demonstrates that the project aligns with the C-BRTA's strategic objectives and capacity. The deliverables are set out in "Section 5. of this TOR and will be accomplished through the following activities:

- **Demonstrate that the project aligns with the C-BRTA's strategic objectives** – Summarise the C-BRTA's mission and vision statements, its strategic objectives and government policy that determines what the C-BRTA's deliverables are. Ascertain whether the project aligns with the C-BRTA's strategic objectives.
- **Identify and analyse the available C-BRTA's budget** – At a high level analyse the budget available (now and in the future) to the C-BRTA and its entities to embark on this project.

Comment as to whether this project can be delivered through the normal budgetary process. Furthermore, comment on the rentals currently being paid by the C-BRTA and its entities to third parties.

- **Demonstrate the C-BRTA's Commitment and Capacity** – Summarise that the C-BRTA can process, evaluate, Negotiate, Implement, And Manage The Potential PPP Project.
- **Specify The Project outputs** – Once the C-BRTA's objectives and budget have been identified, the outputs of the project need to be specified together with its commitment and capacity.
- **Define the project** – Provide a brief definition of the project and summarise its scope.

5.3.2. OPTIONS ANALYSIS

Procurement options analysis:

The TA must consider and analyse the range of truck stop procurement options that can be used to satisfy the C-BRTA requirements. The procurement options must be proven and capable of meeting all the relevant standards. The deliverables are set out in Section 5 of this ToR and will be accomplished through the following activities:

- **List all the procurement solution options for the project** – Provide a list of viable procurement options to meet the specified project outputs.
- **Evaluate the options and select the best procurement option/s.** The TA will evaluate the procurement options available and choose the one most likely to be implemented by a private partner for purposes of modelling.

Technical options analysis (truck stop solution):

The TA will be expected to review and analyse the range of truck stop technologies identified by C-BRTA that can be used to satisfy the output. Where necessary, the TAs may strengthen the identified technologies. This will be accomplished through:

- **List all the technical solution options for the project** – Provide an updates list of viable technical options to meet the specified project outputs.
- **Evaluate the options and select the best technical option/s.** The TA will evaluate the technical options available and choose the one most likely to be implemented by a private partner for purposes of modelling.

Compile and assess the projected project cost – The TA must conduct a benchmarking exercise to arrive at a high-level assessment of the project cost. If applicable, these costs must include ancillary services and upfront payments by C-BRTA i.e. bulk infrastructure upgrades.

5.3.3. PROJECT DUE DILIGENCE AND ENVIRONMENTAL AUTHORISATIONS

The TA will analyse any issues in the preferred technical solution that may significantly affect the proposed project. The following activities apply:

Location Analysis:

- **Strategic Placement:** Identify high-traffic freight corridors, such as the N11 road between Mokopane and Groblersbrug as well as R572 connecting Lephalale and Musina, to ensure a large customer base.
- **Site Suitability:** Evaluate the chosen site's accessibility, visibility, and potential for expansion, considering road geometry and existing infrastructure.

Market Demand and Competitor Analysis:

- **Traffic Volume & Interception:** Analyse the number of vehicles, specifically trucks, passing the site to estimate potential fuel and service sales.
- **Competitor Benchmarking:** Identify existing truck stops and service stations in the area to understand their services, facilities, and target markets.
- **Market Gaps:** Identify unmet needs for driver amenities, such as food, safety, and repair services, to create a competitive advantage.

Facility and Service Planning:

- **Required Amenities:** Determine the essential facilities needed, including fuel pumps, convenience stores, restaurants, restrooms, and secure parking.
- **Ancillary Services:** Consider adding specialized services like truck maintenance, repair facilities, and potentially logistics services to shift cargo from road to rail, as seen in the Harrismith example.

Financial and Economic Feasibility:

- **Profitability Projections:** Forecast fuel sales, service revenues, and operational costs to determine the project's financial viability and return on investment.
- **Funding & Investment:** Identify potential investors and explore options for securing funding for the development project.

Community & Driver Benefits:

- **Job Creation:** Quantify the number of permanent and construction jobs the truck stop will create.

- **Driver Welfare:** Assess how the truck stop will improve road safety and driver satisfaction by providing safe, well-equipped facilities.
- **Broader Economic Impact:** Analyse the project's contribution to the local and regional economy through increased logistics efficiency and potential to foster new business opportunities.

Terrain layout design:

Basic layout plans to indicate the proposed position of buildings, underground storage, road and parking areas configuration, service connections, and stormwater drainage.

Legal Due Diligence – The TA must conduct a comprehensive legal due diligence of the preferred project delivery option and ensure all foreseeable legal requirements are met for the development of the project. These include:

- Tax, environmental, labour.
- Contractual commitments within the framework of the proposed contract structure
- Risk allocations.

Site Establishment Due Diligence – The TA shall identify, verify and compile list of all related approvals required to use any potential sites for the specified project outputs.

EIA, and other permitting/authorisations required – As far as necessary the TA is required to complete and acquire the EIA, and any other necessary permits/authorisations as part of this contract, including navigating the necessary local authority approvals and land rezoning processes for development. The TA must take note of all unforeseen circumstances in these processes and ensure that they are catered for in the overall timeline of the project.

B-BBEE and other socioeconomic factors – The TA shall identify sectoral B-BBEE conditions, black enterprise strength in this sector, the C-BRTA supply chain requirements in terms of the PPPFA, and any factors relevant to the achievement of the C-BRTA intended B-BBEE outputs.

5.3.4. VALUE ASSESSMENT

The TA shall conduct a full value assessment to enable C-BRTA to determine which procurement option is best for C-BRTA as prescribed in the PPP regulations. The tasks include:

Develop a project financial model. The objective of the financial models will be to:

- Provide a robust and flexible tool to inform sound decision making.
- Assess the commercial viability of the project. This will involve examining and modelling all the assumptions behind the cost and revenue sources.

- Quantify the future cashflow requirement of the project to inform the level of borrowing(s) required over the life of the project, from the viewpoint of the developing consortium.
- Derive model outputs such as NPV, IRR, MIRR, Payback Period, PI Ratio, Unitary payment/tariff, debt service cash flows, revenue profile, capex & opex profile, various relevant graphs, i.e., debt curves, etc.
- Summarise key financial ratios on a dashboard, i.e., gearing ratios, DSCR, LLCR, etc.
- Establish potential sources of funding and allow for scenario testing in varying combinations.
- Run sensitivity analysis and establish the impact on main outputs from a change/movement (up and down) in variables such as CPI, interest rate, volume, demand, capex, etc.
- Document the financial modelling process, input assumptions and the use thereof for quality assurance and control measures.
- Assist with ad-hoc requests requiring financial modelling work and analysis, as well as responding to various stakeholder/s' queries on the model and its outputs during the structuring of the project and various stages of the project agreement negotiations.

The financial model could be shared with relevant parties (investors and/or financiers and/or consortia) and/or audited by the lender's advisors.

The C-BRTA reserves the right to audit the financial model to ensure quality and confirm the correctness of values that informed the identified option.

Using this model as a guide:

- Advise on the bankability.
- Highlight the impact of such financial structuring on the contingent liabilities of C-BRTA and the South African government.
- Make recommendations as to the appropriate way forward.

5.3.5. COST BENEFIT ANALYSIS AND BFI APPLICATION TO NT (IF DETERMINED TO BE NECESSARY)

The project team must include an economist who can develop a Cost Benefit Analysis (CBA) to comply with the Budget Facility for Infrastructure (BFI) requirements of the National Treasury. The need for this will be determined once the project is underway, but for the bid and pricing, assume that this analysis will be carried out. In the event the services of the economist are not required, related costs will not be incurred. The economist is required to build an economic model considering

all the economic costs and benefits of the Project. This will form an essential part of an application, which the TA must prepare for the National Treasury's BFI funding to help close any viability gaps. The objective of this economic model is to:

- Justify fiscal support through a credible analysis of social and economic costs and benefits of the Project.
- Provide information that enables the assessment of welfare changes due to the Project and estimation of the Project's impact on all segments of society as measured by the calculation of economic performance indicators such as the Economic Net Present Value (ENPV), Economic Internal Rate of Return (EIRR) and Cost-Effective Ratio (CER).
- Provide a scientific method of demonstrating the economic cost and benefits of the Project through a CBA to assess the economic viability across a range of options.
- Demonstrate the distributional impact(s) of the accrual of gains or losses to different groups from the implementation of the Project. A project may have differing impacts according to age, gender, ethnic group, health, skill, or location.

In carrying out the scope of work specified above, the economist/s are also required to incorporate the following:

- Assumptions: Detail the assumptions used in the CBA and the method used to quantify the impacts of each option considered.
- Base case: The submission needs to establish a base case, under which no intervention is implemented to address identified challenges. This is a do-nothing scenario.
- Monetizing costs and benefits: The report needs to show the method used to monetize the costs and benefits. A CBA does not use financial prices, but economic prices to value impacts.
- Social discount rate (SDR): Given that the impact of an intervention occurs over the lifetime of the intervention, the costs and benefits of each option must be discounted using a selected SDR to bring future values into their present-day equivalent, to allow for comparison.
- Determination of the net impact: The report must sum all the economic benefits and separately, all the net economic costs. Thereafter, the economic costs must be subtracted from the economic benefits to determine the net benefits (positive or negative) of each option.
- Decision criteria: Each option must show the economic net present value ENPV, ERR and BCR. These are used to compare options to each other.

Please refer to the National Treasury's Budget Facility for Infrastructure Process Guidelines for more details.

5.3.6. PROCUREMENT STRATEGY AND PLAN

The TA shall draft and submit a procurement plan, which demonstrates that C-BRTA has the necessary capacity and budget to undertake the procurement of the external options. The procurement plan must include all activities, including all the necessary internal and National Treasury approvals.

A brief overview of the Procurement Strategy based on the chosen implementation option, detailing the roles of different counterparts, should be provided. This should include a recommended procurement process to be followed:

- Request for qualification (RFQ) process and application for related approvals (TAII: A)
- Request for Proposal (RFP) preparation and application for related approval (TAII: B)
- A brief narrative on this should be given on the consideration of the chosen process over the one discarded (if any).
- Identify competencies and resources required.
- Recommend a procurement system or required technology.
- This should be followed by a Procurement Plan/Process flow with indicative timelines.
- Recommend appropriate contract suites for implementation.
- Identification of contractual risks.
- Recommend Special Conditions for inclusion in the contract.

5.3.7. PREPARE AND SUBMIT THE FEASIBILITY STUDY TO C-BRTA

The TA shall prepare the Feasibility Study for C-BRTA, and after internal consideration, solicit National Treasury's Treasury Approval (TAI) and prepare and submit the final Feasibility Study to the Board for final approval. This will be accomplished through the following activities:

- **Prepare the feasibility study report for comment** – The TA shall meet and present the feasibility study to the Accounting Officer for comment.
- **Prepare the feasibility study report for the C-BRTA Board** – The TA shall notify, be prepared to meet, and present the feasibility study and solicit comments from the **C-BRTA Board for conditional approval and permission to submit for TAI**.

- **Solicit Treasury Approval from the National Treasury** – The TA shall prepare the feasibility study for C-BRTA, submit to the National Treasury and solicit the Treasury Approval 1 – **TA I**.
- **Report on received comments, views and recommendations** – The TA shall draft and submit a report on the received comments, views and recommendations.
- **Submission of the Feasibility Study Report** – The TA shall present and submit the final Feasibility Study Report to the C-BRTA and the Board for final approval.

As stated in Section 4.2, where the PPP option is not recommended, the work of the TA will be terminated at the end of the feasibility study without any additional remuneration other than that priced for that stage. Bidders need to ensure that the price quoted for each stage is adequate for the work to be taken in that stage. Based on the outcome of the feasibility study C-BRTA reserves the right to exercise the termination option.

5.4. PHASE 2 DETAILS - PROCUREMENT

If, based on the feasibility study outcome, an external mechanism or a PPP solution is decided on, the TA may be requested to provide the necessary technical, legal, and financial assistance in the procurement of the preferred bidder.

This must comply with the National Treasury's PPP Manual, any applicable elements of C-BRTA's supply chain management policies and these terms of reference.

The procurement deliverables are set out in Chapter 5 of the National Treasury's PPP Module and will be achieved with the following activities.

The TA must prepare a complete set of procurement documents that comply with all applicable public sector procurement laws, policies, and guidelines, and that are in accordance with the required tendering processes of C-BRTA.

The documentation must be consistent with the results of the feasibility study requirements and enable C-BRTA to obtain National Treasury approvals. The TA must also give C-BRTA all necessary drafting, bidder communication and administrative support necessary for the entire procurement process to the highest standards of efficiency, quality, and integrity. To achieve this result, the TA must, at a minimum:

- Set up a bid evaluation manual, system and criteria.
- Design a suitable bid process that will ensure comparable qualified bids in line with the C-BRTA's SCM policy and National Treasury's PPP guidelines.

- Devise an effective system for communicating with bidders, inspire market confidence in the project, and incorporate all bid requirements; and
- Develop a payment mechanism that captures the elements of risk mitigation and previous activities contained within these Terms of Reference.

Develop Bidder Prequalification Process (RFQ) - The TA must design and administer a pre-qualification (Request for Qualification (RFQ) process with the intention of:

- Ensuring that C-BRTA's exact interest is communicated clearly to potential bidders.
- Determining the extent and nature of interest on the part of prequalified bidders, and
- Pre-qualifying a competitive number of competent bidders in an equitable and transparent way, with the desired result that every pre-qualified bidder can provide the systems and services required by C-BRTA.

To accomplish this, the TA must:

- Prepare all necessary RFQ documentation, including advertising materials.
- Set up and administer the process by which the C-BRTA can prequalify prospective bidders; and
- Help C-BRTA evaluate and qualify potential bidders based on preselected qualification criteria.
- Prepare the necessary documentation to obtain **TA IIA** from the National Treasury.

Develop Request for Proposals (RFP) - The TA must prepare an RFP document in accordance with best industry practice and National Treasury's Guidelines, consistent with the results of the feasibility study and the other activities associated with these Terms of Reference. The RFP must, at a minimum, establish the following:

- The required Project output specifications of C-BRTA
- Structural requirements for compliant bids
- A risk profile as established in the feasibility study and other tasks associated with these Terms of Reference
- The payment mechanism
- BEE targets, if applicable
- Specific steps associated with the bid process.
- Evaluation criteria for selecting a preferred bidder; and

- Bidder communication processes.

Develop Draft PPP agreement - The TA must prepare a draft PPP agreement based on the National Treasury's Standardized PPP Provisions. Close liaison with the PPP unit of the National Treasury is required during the drafting of this document.

Develop Documentation for National Treasury Approvals - The TA must compile all the documentation necessary for the C-BRTA to seek and obtain National Treasury Approvals that would enable the procurement process to begin.

Support Administration of the Bidding Process - The TA will provide all necessary administrative support to C-BRTA for the efficient and professional management of the tender process. This includes managing and facilitating the structured engagement between C-BRTA and bidders, helping C-BRTA communicate effectively with bidders, receiving bids, and developing a Value for Money analysis of proposals received. Value for money must be demonstrated by comparing the NPV of the bids received with the NPV of the Financial Model with a suitable adjustment for assumed risk. The results of the bidding and evaluation of bids must be presented in a single value assessment report that demonstrates clearly how value for money will be achieved with the preferred bidder.

Support PPP or Contractor Agreement Negotiations and Finalization - After selection and approval of the successful bidder by the C-BRTA decision-makers, negotiations will be entered. To assist in this activity, the TA will:

- Assist C-BRTA in final negotiations with the preferred bidder. This will involve preparing suitable negotiation terms, categorizing issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching an agreement.
- Update and amend the negotiated agreement, if applicable, to reflect negotiated terms.

The TA must ensure that all agreements reached during the negotiations are incorporated into the financial, commercial, and legal documentation and must assist with drafting the necessary and related correspondence and other documents.

Prepare the necessary documentation to obtain **TA IIB** from the National Treasury.

Develop a Comprehensive PPP Management and Monitoring Plan, and TA III. The TA will, in close coordination with C-BRTA, draft a comprehensive PPP management and monitoring plan. At a minimum, this will define all procedures required for monitoring the performance of the PPP agreement during the full-term of the Project. The PPP management plan will be in accordance with the provisions of the PPP agreement and follow the guidance provided in the National Treasury's PPP Manual.

The final terms of the agreements, as negotiated with the preferred bidder, must be submitted by the C-BRTA for Treasury Approvals – **TA III**. The TA is responsible for compiling the necessary submissions for C-BRTA to obtain this Treasury Approval.

SIGNATURE, CLOSE-OUT REPORT, CASE STUDY AND FINANCIAL CLOSE

The TA must help with all the functions related to signing the final agreement. Including obtaining the approval of the Board. The TA must ensure that comprehensive legal due diligence of the Accounting Officer has been completed. This will relate to legal compliance, competence, and capacity to enter into the PPP agreement.

The TA shall prepare and provide a comprehensive close out report and case study. These must follow the formats prescribed in Module 5 of the National Treasury's PPP Guidelines and must incorporate any additional factors that may be required by the C-BRTA.

The close-out report will be a confidential document of C-BRTA and will also be logged with the National Treasury. The case study will become a public document, made available on various government websites.

Financial closure signifies that all the procurement deliverables have been successfully completed and that the TA's work is finished.

6. PRESENTATION OF DELIVERABLES

The TA is required to produce the feasibility study report in the format indicated below.

6.1. COMPONENTS OF THE FEASIBILITY STUDY

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

Introduction.

- Submission requirements
- Covering letter from the accounting officer requesting TA I, where applicable
- Executive summary
- Introduction
- Project background
- Approach and methodology to the feasibility study and the PFMA requisites

Section 1

Submission requirements: Needs analysis.

- C-BRTA's strategic objectives.

- Budget
- Institutional analysis
- Output specifications
- Scope of the project

Section 2

Submission requirements: Procurement and Technical solution options analysis.

- Technical options considered
- Evaluation and assessment of each technical option
- Summary of evaluation and assessment of all technical options considered
- Recommendation of a preferred technical option

Section 3

Submission requirements: Service delivery options analysis.

- Delivery options considered
- Evaluation and assessment of each delivery option
- Summary of evaluation and assessment of all delivery options considered
- Recommendation of a preferred delivery option(s)

Section 4

Submission requirements: Project due diligence.

- Location analysis
- Market demand and competitive analysis
- Truck stops facilities and service planning
- Financial and economic feasibility
- Community and driver benefits
- Terrain layout designs
- Legal aspects
- User rights
- Regulatory matters
- Socio-economic and BEE
- Accuracy of measurements and recordings in the feasibility study

Section 5

Submission requirements: Value assessment.

- Undertake an ‘internal assessment’ (costs of alternative technologies, avoided costs).
- Technical definition of project.
- Discussion on costs (direct and indirect) and assumptions made in producing cost estimates.

- Detailed financial matrix based on technical options and risk assessment per option, inclusive of operations and maintenance.
- Discussion on revenue and assumptions made on revenue estimates, plus value added benefits.
- Financial matrix of revenue streams.
- Financial and economic valuation of life-cycle costs and benefits of alternative technical options.
- Detailed Socio-Economic benefit of the Cost benefit analysis for purposes of application to the National Treasury Budget Facility for Infrastructure (BFI) funding.
- BEE targets.
- Financial model for equity partnerships.
- Discussion on the proposed PPP type.
- Proposed PPP project structure and sources of funding.
- Payment mechanism (including incentives for any revenue streams).
- Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, tax and VAT.
- Risk assessment.
- Comprehensive risk matrix for all project risks.
- Summary of the C-BRTA's retained and transferable risks.
- Summary of results: NPV.
- Summary of results: NPV, key indicators.
- Sensitivity analyses.
- Statement of affordability.
- Statement of value for money, if appropriate.
- Recommended procurement choice.
- Information verification.
- Summary of documents attached in Annexure 1 to verify information found in the feasibility study report.

Section 6

Cost Benefit analysis and submission of application for BFI funding, if applicable.

Section 7

Statement of Treasury Approvals received in response to any required PFMA.

Section 8

Submission requirements: Procurement plan.

Annexures:

Annexure 1: Statements for information verification and sign off from the TA on the project.

Annexure 2: Letter of concurrence from the CFO of C-BRTA.

Annexure 3: Risk assessment and comprehensive risk matrix.

Annexure 4: Document list (list of all documents related to the project, where they are kept, and who is responsible for ensuring that they are updated).

Annexure 5: Attach as annexures summaries of comments or representations received in terms of the C-BRTA's team, the Accounting Officer, GTAC and the National Treasury.

Annexure 7: Full reports on the Preliminary studies.

6.2. FORMATTING OF THE FEASIBILITY STUDY

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

6.3. SUBMISSION REQUIREMENTS FOR THE FEASIBILITY STUDY REPORT AND REQUEST FOR TREASURY APPROVALS

If C-BRTA decides to pursue a PPP solution for the Project, the feasibility study must be of a standard that will be accepted by the National Treasury for the purposes of C-BRTA obtaining Treasury Approval I (TAI) in terms of Treasury Regulation to the PFMA. The TA is therefore advised to be fully familiar with the requirements of the PPP Unit as set out in Module 4: PPP Feasibility Study of the National Treasury's PPP Manual. Furthermore, the TA will have to prepare all documentation and facilitate the submission and obtaining of TAI.

7. TRANSACTION ADVISOR SKILLS AND EXPERIENCE

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

The skills set for the TA team are divided into the four (4) streams. Each stream of the TA team is expected to provide proof of substantial knowledge, expertise and experience in the following fields and an understanding of the aim of C-BRTA with these Terms of Reference as follows:

Table 1: Streams of the Transaction Advisory Team

Financial	Technical & Industry specific	Legal	Economic Analysis
<ul style="list-style-type: none"> • Costing and Financial analysis, • Financial structuring and modelling, • PPP Project Structuring, • Corporate and Project finance, • Blended financing mechanisms, • Investment analysis, • Tax 	<ul style="list-style-type: none"> • Architecture, • Landscape Architecture, • Quantity Surveying, • Engineering (All Disciplines), • Project and Construction Management, • Property Valuation, • Regional and Town Planning, • Truck Stop planning, • Property development, design, and construction, • Environmental impact assessments, • Infrastructure, technology, and design, • Traffic studies, • Transport economics, • Facilities planning and management. 	<ul style="list-style-type: none"> • Treasury Regulations, • Legislation, • Commercial law, • Contract law, • Insurance law, • Drafting Procurement documentation, PPP agreement and Schedules. • Review of Project Finance documents. • Skills and experience in packaging property development and other infrastructure projects, • Legal / regulatory applications and licensing. 	<ul style="list-style-type: none"> • Economic analysis using Social Accounting Matrix, Cost Benefit Analysis (CBA) /or Cost Effectiveness Analysis (CEA). • Provision of a scientific method of demonstrating economic costs and benefits of the project through CBA and/or CEA to assess their socio-economic viability. • Calculation of economic performance indicators such as the ENPV, ERR and CER. • Economic impact of the project against a “do nothing” scenario. • Review of projects’ delivery options and conducting a CBA and or/ CEA for the preferred option. • Comparison of benefits with costs using the social discount rate (SDR). • Demonstration of distributional impact(s) of the project. • Socio economic impact assessments.

8. REMUNERATION SCHEDULE AND DISBURSEMENT ARRANGEMENTS

The TA team members will be remunerated in South African Rands, on a **fixed price** for each of Phases 1 and 2. The PPP procurement portion of the work may or may not proceed at the end of Phase 1 and should be priced separately from Phase 1. In addition to the fixed price proposal, bidders are requested to provide hourly rates. **Any qualification, assumption or condition on the price will not be accepted and shall render the bid nonresponsive.**

The following remuneration schedule is proposed for each Phase of the project.

The Transaction Advisor will be remunerated as follows:

8.1. PHASE 1 - FEASIBILITY STUDY

Table 2

No.	Deliverable	Percentage (%)
1	Mobilisation allowance upon signature of the contract.	5
2	Completion of Sections 1-2 (Needs and Technical Options Analysis)	20
3	Completion of Section 3 (Service Delivery Options Analysis and interim recommendations)	10
4	Completion of Section 4 (Due Diligence)	10
5	Completion of section 5 (Value Assessment)	20
6	Completion of Section 6 (Cost-benefit Analysis and BFI Application)	10
7	Completion of section 7 (Procurement Strategy and Plan)	10
8	Completion of feasibility study report to the satisfaction of the Client (including submission to National Treasury for Treasury for Treasury Approval (TA:I)	15
	TOTAL	100

8.2. PHASE 2: PROCUREMENT

Table 3

No	Deliverable	Percentage (%)
1	Development of the RFQ documentation to the satisfaction of the Client	15
2	RFQ evaluation and reporting	10
3	Development of the RFP documentation to the satisfaction of the Client	15
4	A decision by National Treasury in respect of TA: IIA (RFP)	10
5	Completion of the value for money report to the satisfaction of the Client	20*
6	A decision by National Treasury in respect of TA: IIB	10*
7	Completion of the TA: III	10
8	A decision by National Treasury in respect of TA: III	10
	TOTAL	100
	BAFO allowance (if applicable) will be 15% of * (For Cliental budgeting purposes only)	
	TOTAL including BAFO allowance	

Bidders are requested to indicate a figure for disbursements. This is for budgeting purposes and will not form part of the price evaluation. Refer to Section 8.2.2.3 below.

9. RULES OF BIDDING AND BID SUBMISSION REQUIREMENTS

9.1. RULES OF BIDDING

- 9.1.1. The TA must be a single legal entity with all other necessary expertise secured via subcontract or under a joint venture arrangement. C-BRTA will enter into a single contract to form a single entity for the delivery of the work set out in these terms of reference. The Lead Advisor Firm will be responsible for coordinating and managing the team.
- 9.1.2. The C-BRTA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it be considered necessary. Should the contract between C-BRTA and the Lead Advisor be terminated by either party, the TA will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the Transaction Advisor for the appropriate phase of the project during which the appointment was terminated.
- 9.1.3. No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Public Sector Comparator (PSC), except where the use is authorised in writing to do so.

- 9.1.4. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the Government of the Republic of South Africa. All the work performed, and the intellectual property rights thereof will therefore remain the property of the government.
- 9.1.5. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement authenticated by a Notary Public, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members should be advised that each member would be held jointly and severally liable for the performance of the consortium or joint venture. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 9.1.6. The costs of preparing proposals and of negotiating the contract are not reimbursable. C-BRTA is not bound to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder.
- 9.1.7. Each TA member firm and its affiliates are disqualified from providing goods, works and services to any bidding consortium or members of such a consortium and/or the Private Party to the PPP agreement, or to any eventual project that may result, directly or indirectly from these services.
- 9.1.8. Firms may request clarification on these Terms of Reference or any of its Annexures only during the briefing session and the period specified before bids close.
- 9.1.9. C-BRTA will not accept any late bid submissions and will return late bid submissions unopened. Firms may not contact C-BRTA or any other participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner may result in rejection of the bid concerned.

9.2. BID SUBMISSION REQUIREMENTS

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

- 9.2.1. Envelope 1 marked with the name of the Transaction Advisor and titled: TECHNICAL PROPOSAL: TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND POTENTIAL PROCUREMENT OF THE TRUCK STOPS PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT AGENCY.

This envelope must contain at least the following:

- 9.2.2. A covering letter signed by the Lead Advisor, with the following information among others, a clear indication of:
 - The Lead Advisor Firm (the entity that will contract with C_BRTA and will be held accountable, in terms of the TA contract, for ensuring project deliverables are met and for the professional conduct and integrity of the team),
 - Technical Advisor,
 - Economic Advisor,

- Financial Advisor and Legal Advisor,
- Full contact details of the Lead Advisor,
- acceptance of the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference,
- Consortium/JV Agreement of the TA team, where applicable, and
- Copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents.

Failure to clearly indicate the Lead Firm will result in the awarding of zero score for the firm experience.

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

- Key areas of expertise/specialisation,
- Role in the TA team,
- List of projects (relevant to this assignment) undertaken by each firm and details including project name, project description, client, role in the project and deliverables, project value, project stage (e.g. inception, feasibility, procurement, etc.), start and completion dates, key highlights and successes, amongst others, and
- Information on the company profile and experience for the firms forming part of the TA must be provided as per Annexure B – Proforma Template for Firms, which must be completed in full as per the format. Failure to provide all the information required will affect the score as stipulated in the Evaluation Criteria Table. Additional relevant company information may only be provided as a supplement, if deemed necessary.

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

- The professional role that each person will play in the assignment. This must be cross-referenced to each deliverable and to each specified technical evaluation element set out in the technical evaluation criteria.
- Suitability of each person for the proposed roles in terms of his or her relevant skills and experience.
- Availability and commitment to perform the work.
- A résumé / profile of each person highlighting responsibilities held for experience relevant to this assignment. These must be completed as per **Annexure A: CV Template, which must be completed in full as per the format. Failure to provide all the information required will affect the score as stipulated in the Evaluation Criteria Table.**
- Summary of the percentage of black South African professionals on the team, clearly showing the roles, each will play in providing the advisory services; and
- The number and percentage of black South African professionals playing leading roles in the advisor consortium.

For purposes of Preference Points, Bidders are required to submit information requested in Column B of Annexure D (Refer to the template provided separately as Annexure D) and must be included in the price

envelope. Bidders who fail to provide the required information will be allocated a zero (0) in the Preference Points

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

- **Project Lead** – the individual from the Lead Advisor Firm, who will be responsible for leading the team and co-ordinating work of all streams. All deliverables to the Client must be signed off by the Project Lead. Failure to clearly indicate the Project Lead will result in awarding a score of zero for the skills and experience under this category.
- **Stream Leads** – Leaders of each stream (Finance, Legal, Technical, Economic etc). Failure to clearly indicate a stream lead in any stream will result in awarding of a score of zero for the skills and experience under that category
- **Key Support Staff** – These are the resources that possess key skills required in each stream; whose CVs must be submitted for evaluation purposes (maximum of three CVs for Finance and Legal Streams), and for technical, the number of key support staff will depend on the technical disciplines identified by the bidder.
- In line with Government's National Skills Development plan 2030, each workstream should have in their team youth from previously disadvantaged background. Their involvement must support their knowledge and career development. At the completion of the project, the TA will be required to submit a report highlighting the resources and the skills gained through this assignment. Throughout the project cycle C-BRTA seek to provide opportunities for youth to participate in the project through mentoring and upskilling.

9.2.2.4. Project comprehension and project management plan, setting out:

- The Transaction Advisor's understanding of the Terms of Reference, and any proposals for amendments to the Terms of Reference that would enhance desired outcomes.
- How the Transaction Advisor proposes to manage the set of deliverables outlined in the Terms of Reference.
- A proposed Work Plan with timetable for delivery.
- The suitability of each person in the team for the proposed roles in terms of their relevant skills and experience cross referenced to each deliverable in the Terms of Reference
- The availability of each person to perform the work.
- How the Advisory team members will be supervised.
- How interaction with the various streams will take place; and
- Any innovative ideas for how the whole assignment can best achieve its objectives.

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

Table 4: Experts Required as Part of the Technical Proposal

1.	PROJECT LEAD (from the Lead Advisor or contracted to the Lead Advisor)
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2.	FINANCIAL ADVISOR
2.1	Financial Advisory Firm
2.2	Finance Lead
3	TECHNICAL ADVISOR
3.1	Technical Advisory Firm
3.2	Technical Lead
4.	LEGAL ADVISOR
4.1	Legal Advisory Firm
4.2	Legal Lead
5.	ECONOMIC ADVISOR

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

- CV of the Project Lead, CVs of Stream Leads, Key Support Project Team Members and profile of each advisory firm; arranged per stream. All CVs must be submitted as per **Annexure A – CV Template** for proposed project team members. Additional relevant information may only be provided as a supplement to the CV, if deemed necessary.
- Bidders must ensure that CVs are signed by respective individual confirming that he/she is available for this project and their CVs are not included in bids from other service providers. **A CV appearing in more than one bid will be disqualified i.e. it will not be evaluated.**
- A project team structure/organogram clearly indicating the Project Lead, Stream Leads and Key Support Project Team Members per stream, with the proposed role of each resource clearly described.

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

- Copies of educational qualifications, professional registration certificates where applicable, SAQA accreditation certificates for qualifications obtained in foreign tertiary institutions and identity documents are required for each CV submitted.

The Technical Envelope must not include any financial proposals.

9.3. Envelope 2 marked with the name of the Transaction Advisor and titled: FINANCIAL PROPOSAL: TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND POTENTIAL PROCUREMENT OF THE TRUCK STOPS FOR THE CROSS-BORDER ROAD TRANSPORT AGENCY.

In submitting your price proposal, you are required to adhere to **SBD 3.3 - Pricing Schedule attached as Annexure B1.**

9.3.1. Remuneration of the Transaction Advisor will be payable in Rands, on a fixed price corresponding to the Feasibility Study and Procurement stages of the project cycle.
Procurement portion of the work may or may not transpire at the end of the feasibility study and should be costed accordingly.

9.3.2. Out-of-pocket expenses/disbursements will be paid by the Client at cost within an agreed ceiling. Bidders are required to propose a ceiling for such disbursements, which will not be evaluated as part of the price proposal. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the Project Officer before they are incurred. Other legitimate project costs will be reimbursed at cost. Payment will be made within 30 days of the client receiving approved and substantiated invoices.

Failure to submit disbursements will result in your submitted price treated as inclusive.

9.3.2.1. Proposed remuneration for professional fees:

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

9.3.2.2. C-BRTA is not bound to accept any of the bids submitted and reserves the right to call for best and final offers from shortlisted bidders before final selection.

9.3.2.3. C-BRTA will call interviews with short-listed bidders before final selection.

9.3.2.4. C-BRTA reserves the right to negotiate the price with the preferred bidder.

9.3.2.5. C-BRTA reserves its right to reject proposals provided to it pursuant to this TOR, and to review all costs and proposals according to the value and quality of any service solutions.

9.3.2.6. C-BRTA is not bound to accept the lowest price submitted by any Bidder nor is it committed to awarding any contract upon the basis described in this TOR.

10. BID EVALUATION

10.1. EVALUATION METHODOLOGY

Bids will be evaluated as per the evaluation methodology below:

Evaluation Stage	Description
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Phase 1 (a)	Administrative Compliance - Non-Disqualification A bidder is requested to submit the administrative compliance documents as referred in paragraph 10.2 below.
Phase 1 (b)	Mandatory Compliance – Disqualification Failure to submit any of the required mandatory documents will lead to disqualification. See paragraph 10.3 below.
Phase 2	Technical Evaluation Bidders must submit information as per Bid Submission Requirements. The submitted technical proposal must respond to the Technical Evaluation criteria cited on paragraph 10.4 in the Terms of Reference. Technical evaluation will be conducted as follows: The bid proposals will be assessed based on the criteria below on Table 5. Bidders must meet the minimum threshold of 70 points to be evaluated for the next stage, i.e. Phase 4 (Price and Specific Goals).
Phase 3	Presentation and interviews Bidders who obtain 70% of above the minimum threshold will be Invited to present their bid. NB: The BEC will determine the date and time for interviews.
Phase 4	Price and Specific Goals Preference points in the 80/20 formula will be awarded to bidders for attaining a score for elements as indicated in Table 6. Bidders must provide the required information for evaluation purposes. <i>Bidders must note that submission of Annexure C (SBD 3.3: Pricing Schedule) and Annexure D (Template for Specific Goals) is Mandatory.</i>

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

Other Notes

- Bidders must comply with all South African laws, including the related sections of the Immigration Act 13 of 2002 (as amended) and Employment Services Act related to the status of a foreign national in South Africa and the limitations in their hiring. The maximum number of foreign Nationals in the proposed team must not exceed 20% of the total team members.

- b. Prior to the appointment, the recommended bidder may be required to submit additional supporting documentation for individuals forming part of the project team for verification purposes. The successful bidder will be subjected to C-BRTA internal screening and where necessary the external screening.
- c. Failure to adhere to the above requirements i.e. misrepresentation and/or non-submission of the required documentation may lead to a disqualification or termination of the contract with the appointed service provider at any stage of the implementation.

10.1.1. ADMINISTRATIVE EVALUATION PROCESS

Bidders must submit all Standard Bidding Documents (SBD), as outlined below. SBD forms must be completed in full and duly signed where required.

- a) Duly completed and signed Standard Bidding Documents (SBD 1, 3.3, 4 and 6.1).
- b) During this phase bid documents will be reviewed to determine compliance with tax matters and Central Supplier Database (CSD) number/ report for verification at closing date and time of bid.
- c) All bid proposals will also be assessed for compliance with the administrative requirements of the bid:

Table 4: Bid requirements compilation and submission:

Document to be submitted	Requirement
SBD 1- Invitation to Bid	Complete and sign the supplied pro forma document.
Central Supplier Database (CSD) Registration Report or CSD registration number or SARS pin	Bidders must be registered on the Central Database System (CSD) at the closing date and time of the bid
SBD 3.3 – Pricing Schedule	Complete and sign the supplied pro forma document.
Note: A bidder who fails to complete or does not submit the SBD 3 form will be disqualified without being granted an opportunity to submit a price.	
SBD 4 - Bidder's Disclosure (Refer to note below)	Complete and sign the supplied pro forma document
Note: Bidders must submit the attached SBD 4 document. A bid may be disqualified if this disclosure is found not to be true and complete in every respect. The following definitions should be considered when completing the form:	

Document to be submitted	Requirement
<ul style="list-style-type: none"> - "Person" means a bidder or supplier or shareholder, director, trustee, partner, member of a bidder or supplier having the controlling interest in the bidder or supplier. - "State" means a national or provincial department, national or provincial public entity or constitutional institution, a municipality or municipal entity, a provincial legislature or parliament 	
SBD 6.1 - Preferential Point Claim form in terms of the Preferential Procurement Regulation (PPR) 2022	<p>Complete and sign the supplied pro forma document.</p> <p>Failure to submit or fully complete SBD 6.1 from will result in the bidder forfeiting points for specific goals.</p>
Prescribed CV templates	Complete and sign the supplied pro forma template.

- a) A valid tax pin must be provided for purposes of verifying that the tax matters of the bidder are in order and must be submitted at the closing date and time. Where consortium/joint ventures/sub- contractor are involved, each party to the association must submit a separate validation of Tax status i.e. Registration number from Central Supplier Database (CSD) must be provided with this bid.
- b) Bidder's tax matters must be compliant at the time of award. In case where a bidder's tax matters are non-compliant, a bidder will be given a minimum of seven (7) days to remedy the tax matters. Failure to remedy this will invalidate the bid.

10.1.2. MANDATORY REQUIREMENTS

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

Annexures	Documents that must be submitted	Details of Mandatory Requirements
Annexure A	CV template	<p>Bidders must submit CVs with the required information using the prescribed annexure.</p> <p>N.B A CV submitted in any other template will also be disqualified.</p>
Annexure B	Company profile Proforma template	<p>Bidders must submit company profile(s) with the required information using the prescribed annexure.</p>

Annexures	Documents that must be submitted	Details of Mandatory Requirements
Annexure C	Pricing schedule/ Price Proposal	SBD 3.3 - Pricing Schedule/Price Proposal must be submitted in the provided template before the closing date of the bid in a separate sealed and marked envelope.
Annexure D	Preference Points	Template for specific goals.
Non-compliant CVs submitted for evaluation purposes will be assessed as follows:		
<p>a) A CV for a proposed resource that is not signed by the person concerned, will be assigned a score of zero (0) for both qualifications and experience in the evaluation criteria table.</p> <p>b) A CV for a proposed resource not accompanied by a certified copy of the required qualifications (i.e. proof that qualification mentioned in the CV exists) will be assigned a score of 0 (zero) for the qualifications. If the bidder is recommended for appointment, they will be required to provide a certified copy of the outstanding qualifications within seven (7) days, as a condition of appointment.</p> <p>c) A CV for a proposed resource not accompanied by a copy of a SAQA certificate (for qualifications obtained from foreign institutions i.e. proof that the qualification obtained from a foreign institution is on par with South African NQF Levels), will be assigned a score of 0 (zero) for qualifications or that foreign qualification will not be considered. If the bidder is recommended for appointment, they will be required to provide a certified copy of the outstanding SAQA certificate within 7 days, as a condition of appointment.</p>		
<p>NB: Pricing schedule/Price Proposal (SBD 3.3) must be submitted in a separate sealed envelope clearly marked. Failure to comply with this requirement will result in disqualification of your bid.</p>		
<p>NB: CVs and the required Company information not submitted in the prescribed templates will be rejected and not considered for evaluation. CVs submitted in more than one bid will be rejected and not be considered for evaluation.</p>		
Partnership agreement (Joint Venture, Consortium, Sub-contracting, etc.)		Bidders must submit partnership agreement(s) between firms in a group.
<p>NB: This requirement is only applicable to JVs, Consortium, sub-contracting, etc. This is not applicable to bidders who submit this bid as a single company.</p>		

10.1.3. TECHNICAL EVALUATION CRITERIA

The following table demonstrate the evaluation scales that will be used by the BEC to evaluate the bidder. The scale ranges from 0 to 5:

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the bidder of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the bidder relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the bidder relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

As stated on Paragraph 9.1 above, the evaluation will be carried out in 3 Phases. For Phase 2, the evaluation criteria are set out on **Table 5 - Technical Evaluation Criteria** below:

TABLE 5: TECHNICAL EVALUATION CRITERIA

	CRITERIA	SCORING	WEIGHT
1.	PROJECT LEAD (Accountable and contracted by the Lead Advisor Firm)		10
	a) Qualifications		2
	<p>A relevant qualification in Project Management, Science, Engineering, Commerce or Law.</p> <p>Note:</p> <ul style="list-style-type: none"> - CV template – Annexure A, signed. - Copies of qualifications. - SAQA for foreign qualifications. 	<p>5 = Master's and above (NQF 9) 4 = Honours Degree (NQF 8) and Relevant Professional Body Registration 3 = Degree (NQF 7) 2 = National Diploma (NQF 6) 1 = Recognised formal certificate (NQF 5) or less 0 = Irrelevant Qualifications/ non-submission of copies of qualifications and/or SAQA certificate</p>	
	b) Skills and Experience		8
	<p>The Project Lead must demonstrate full experience and skills as per the following :</p> <ul style="list-style-type: none"> • Leading a PPP project or similar projects and leading teams • Experience in coordinating work of the entire transaction advisory team. • Experience in project management and leading a multidisciplinary team. • Track record in leading projects. • Negotiation skills and proven experience. <p>Provide a list of projects where the resource played a leading role</p>	<p>5 = 15 years and above of leadership experience in a project environment 4 = 12-14 years of leadership experience in a project environment 3 = 9-11 years pf leadership experience in a project environment 2 = 6-8 years of leadership experience in a project environment 1 = less than 6 years of leadership experience in a project environment 0 = No relevant or related experience/No CV attached</p>	

	CRITERIA	SCORING	WEIGHT
	<p>in projects.</p> <ul style="list-style-type: none"> - List of all relevant projects and role played must be included in the CV. <p>Indicate all relevant projects undertaken in the past 15 years.</p>		
2.	TECHNICAL ADVISOR		20
2.1	Technical Advisory Firm		10
	<ul style="list-style-type: none"> • Experience and track record of leading and coordinating technical stream disciplines required for the implementation of large-scale commercial infrastructure projects (planning, property development, housing, building design, construction, engineering design, quantity surveying, environmental and heritage expertise, facilities management, and other applicable technical disciplines) • Transport infrastructure, urban design, precinct planning and mixed-use commercial projects or similar. • Truck stops planning, design and construction management. • Transport economics and land transport management planning. • Multi-level transport planning, and transport project development. 	<p>5 = more than 15 years' experience combined with five of the required experience and track record criteria</p> <p>4 = 10 to 15 years' experience combined with four of the required experience and track record criteria</p> <p>3 = 7 to 9 years' experience combined with three of the required experience and track record criteria</p> <p>2 = 4 to 6 years' experience combined with three of the required experience and track record criteria</p> <p>1 = less than 4 years' experience combined with three of the required experience and track record criteria</p> <p>0 = No relevant or related experience / profile not provided.</p>	

	CRITERIA	SCORING	WEIGHT
	<p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value - Stage/s in the project cycle <p>Indicate all relevant projects undertaken by the firm in the past 15 years.</p>		
2.2	Technical Lead (Accountable and contracted by the Technical Advisory Firm)		
	a) Qualifications		2
	<p>A relevant qualification in the Built Environment.</p> <p>Built Environment refers to the following professions as regulated by the Council for the Built Environment:</p> <ul style="list-style-type: none"> • Architecture, • Quantity Surveying, • Engineering (All Disciplines) • Project and Construction Management, and • Property Valuation. <p>Note:</p> <ul style="list-style-type: none"> - CV template – Annexure A, signed. - Copies of qualifications 	<p>5 = Master's and above (NQF 9) 4 = Honours Degree (NQF 8) and Relevant Professional Body Registration 3 = Degree (NQF 7) 2 = Diploma (NQF 6) 1 = Certificate (NQF 5) 0 = Irrelevant qualifications or non-submission of copy of qualifications or SAQA certificate</p>	

	CRITERIA	SCORING	WEIGHT
	- SAQA for foreign qualifications		
	b) Skills And Experience		8
	<p>The Technical Lead must demonstrate full background of the following skills and experience:</p> <ul style="list-style-type: none"> • Demonstrable experience in leading a multidisciplinary technical team in the execution of large infrastructure. • Technical skills required in Truck Stops or other similar property development projects. • Developing the output specifications to be included in the feasibility study. • Lead the negotiations on specific technical matters during contract negotiations. • Understanding of PPP or similar projects <p>Provide a list of projects where the resource played a leading role in projects.</p> <ul style="list-style-type: none"> - List of all relevant projects and role played must be included in the CV. <p>Indicate all relevant projects undertaken in the past 15 years.</p>	<p>5 = More than 15 years' experience combined with five of the required skills and experience criteria</p> <p>4 = 10 to 15 years' experience combined with four of the required skills and experience criteria</p> <p>3 = 7 to 9 years' experience combined with three of the required skills and experience criteria</p> <p>2 = 4 to 6 years' experience combined with three of the required skills and experience criteria</p> <p>1 = less than 4 years' experience combined with three of the required skills and experience criteria</p> <p>0 = No relevant or related experience/No profile provided.</p>	
3.	FINANCIAL ADVISOR		10

	CRITERIA	SCORING	WEIGHT
3.1	Financial Advisory Firm		10
	<ul style="list-style-type: none"> • Track record of the financial advisory firm in the procurement of projects through project finance principles. • Demonstrable experience in project structuring, project finance, financial modelling, packaging funding requirements for projects, financial and investment analysis, negotiations, risk identification and mitigation and procurement of PPP/DBFO or similar projects. • Relevant local and international experience and track record; and • Knowledge of and experience in the application of Treasury Regulations and PPP Guidelines. <p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value - Stage/s in the project cycle - Indicate projects 	5 = more than 15 years' experience plus advisory in 5 or more PPP/DBFO projects 4 = 11 to 15 years' experience plus advisory in 3-4 PPP/DBFO projects 3 = 6 to 10 years' experience plus advisory in 1-2 PPP/DBFO projects 2 = 3 to 5 years' experience and no demonstrable record of advisory in PPP/DBFO projects 1 = less than 3 years' experience and no demonstrable record of advisory in PPP/DBFO projects 0 = No relevant or related experience/no profile attached.	

	CRITERIA	SCORING	WEIGHT
	undertaken by the firm in the past 15 years. PPP – Public Private Partnerships DBFO – Design, Build, Finance, Operate		
3.2	Finance Lead (Accountable and contracted by the Financial Advisory Firm)		10
	a) Qualifications A relevant qualification in Finance, Accounting or Economics. Note: <ul style="list-style-type: none"> - CV template – Annexure A, signed. - Copies of qualifications - SAQA for foreign qualifications 	5 = Master's and above (NQF 9) 4 = Honours Degree (NQF 8 and Relevant Professional Body Registration 3 = Degree (NQF 7) 2 = Diploma (NQF 6) 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications/ non-submission of copy of Qualification and/or SAQA certificate/	2
	b) Skills and experience The Finance Lead must demonstrate full background of the following skills and experience: <ul style="list-style-type: none"> • Leading and coordinating outputs of a financial advisory team. • Project/corporate finance expertise • Financial budget analysis. • Financial modelling and ability to interrogate financial models. • PPP structuring and procurement (understanding of 	5 = More than 15 years' experience combined with five of the required skills and experience criteria 4 = 11 to 15 years' experience combined with four of the required skills and experience criteria 3 = 6 to 10 years' experience combined with three of the required skills and experience criteria 2 = 3 to 5 years' experience combined with three of the required skills and experience criteria 1 = less than 3 years' experience combined with three of the required skills and experience criteria	8

	CRITERIA	SCORING	WEIGHT
	<p>PPP Regulations and Guidelines)</p> <p>Provide a list of projects where the resource played a leading role in projects.</p> <ul style="list-style-type: none"> - List of all relevant projects and role played must be included in the CV. <p>Indicate all relevant projects undertaken in the past 15 years.</p>	0 = No relevant or related experience/No Profile Attached	
4.	LEGAL ADVISOR		20
4.1	Legal Advisory Firm		10
	<ul style="list-style-type: none"> • A track record of providing advisory services including drafting and negotiating PPP agreements / commercial agreements between government and the private sector or a mix of Design, Build, Finance, Operate (DBFO) projects. • Relevant experience and track record in PPP procurement and structuring. <p>Knowledge of and experience of the Treasury Regulations and PPP Guidelines.</p> <p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> - Specific role of the firm - Project value 	<p>5 = more than 12 years' experience plus advisory in 7 or more PPP/DBFO projects</p> <p>4 = more than 9 years' experience plus advisory in 5 to 7 PPP/DBFO projects</p> <p>3 = more than 6 years' experience plus advisory in 3 to 4 PPP/DBFO projects</p> <p>2 = more than 3 years' experience plus advisory in 1 to 2 PPP/DBFO projects</p> <p>1 = less than 3 years' experience and no demonstrable record of advisory in PPP/DBFO projects</p> <p>0 = No relevant or related experience/No Profile Provided</p>	

	CRITERIA	SCORING	WEIGHT
	<ul style="list-style-type: none"> - Stage/s in the project cycle - Indicate projects undertaken by the firm in the past 15 years. 		
4.2	Legal Lead (Accountable and contracted by the Legal Advisory Firm)		
	a) Qualifications		2
	<p>A relevant qualification in Law.</p> <p>Note:</p> <ul style="list-style-type: none"> - CV template – Annexure A, signed. - Copies of qualifications - SAQA for foreign qualifications 	<p>5 = Master's and above (NQF 9)</p> <p>4 = Postgraduate LLB (NQF 8)</p> <p>3 = Legal Degree (NQF 7) and Admission by the Relevant Professional Body</p> <p>2 = Legal Degree (NQF 7)</p> <p>1 = Relevant Legal Diploma (NQF 6)</p> <p>0 = Irrelevant Qualifications/ non-submission of copy of Qualification and/or SAQA certificate</p>	
	b) Skills and experience		8
	<p>The Legal Lead must demonstrate full background of the following skills and experience:</p> <ul style="list-style-type: none"> • Leading and managing the team and accountability for the outputs of the legal stream. • Conducting legal due diligence in terms of licencing, regulatory and ownership. • Performing legal Quality Assurance/Quality Control on all bid documents and reports • Managing the development of the draft PPP Agreement and associated Agreements • Leads negotiations on the legal aspects of the transaction. 	<p>5 = more than 15 years' experience combined with all required skills and experience</p> <p>4 = 10 to 15 years' experience combined with four required skills and experience</p> <p>3 = 7 to 9 years' experience combined with three required skills and experience</p> <p>2 = 4 to 6 years of industry experience</p> <p>1 = less than 4 years</p> <p>0 = No relevant or related experience/No CV Attached</p>	

	CRITERIA	SCORING	WEIGHT
	<p>Provide a list of projects where the resource played a leading role in projects.</p> <ul style="list-style-type: none"> - List of all relevant projects and role played must be included in the CV. <p>Indicate all relevant projects undertaken in the past 15 years.</p>		
5.	ECONOMIC ADVISOR		10
5.1	Economic Advisor (Accountable and contracted by the Lead Advisor Firm Firm)		
	a) Qualifications		2
	<p>A relevant qualification in Development Finance, Economics, Econometrics, Statistics, or related field.</p> <p>Note:</p> <ul style="list-style-type: none"> - CV template – Annexure A, signed. - Copies of qualifications - SAQA for foreign qualifications 	<p>5 = Master's and above (NQF 9) 4 = Honours Degree / Post-Graduate Diploma (NQF 8) 3 = Degree (NQF 7) 2 = Diploma (NQF 6) 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications/ non-submission of copy of Qualification and/or SAQA certificate</p>	
	b) Skills and experience		8
	<p>The Economic Advisor must demonstrate full background of the following skills and experience:</p> <ul style="list-style-type: none"> • Experience and understanding of undertaking Cost Benefit Analysis (CBA) and Cost 	<p>5 = more than 12 years' experience combined with more than two BFI applications and more than two BFI approvals 4 = 10-12 years' experience combined with more than two BFI applications and one BFI approval 3 = 7-9 years' experience combined of industry experience with two BFI</p>	

	CRITERIA	SCORING	WEIGHT
	<p>Effectiveness Analysis (CEA) on infrastructure projects.</p> <ul style="list-style-type: none"> Expertise in converting financial values into economic values through the use of conversion factors; and Knowledge of municipal services and Large Infrastructure Investments Ability to demonstrate the distributional impact(s) in relation to the accrual of gains or losses to different stakeholder groups from the implementation of the project. Full understanding of the BFI. National Treasury Budget Facility for Infrastructure (BFI) application. <p>Provide a list of all relevant projects undertaken and role played.</p> <p>Indicate all relevant projects undertaken in the past 15 years.</p>	<p>applications/experience</p> <p>2 = 4-6 years' experience combined of the industry experience with no BFI exposure</p> <p>1 = less than 4 years' of industry experience with no BFI Exposure</p> <p>0 = No relevant or related experience/No CV Attached</p>	
6.	PROJECT TEAM STRUCTURE		10
	<p>The bid document must cover the following elements:</p> <ul style="list-style-type: none"> Proposed team structure/organogram indicating respective roles of each team member per stream and applicable reporting lines. 	<p>5 = All elements well covered (Project team organogram and CVs provided, skills of each team member match the proposed role in the project and relevant skills and experience cross referenced to the deliverables)</p> <p>4 = Elements more than adequately provided</p>	

	CRITERIA	SCORING	WEIGHT
	<ul style="list-style-type: none"> CVs of proposed team members indicating qualifications, skills and experience and their suitability for the proposed roles; and Professional role that each person will play in the assignment and cross-referenced to each deliverable. 	<p>(Project team organogram provided, all CVs provided but do not highlight relevant experience, skills of team members match proposed role or information in some of the elements provided some information)</p> <p>3 = Elements adequately provided (Project team organogram provided but role of each project team member not clear, some CVs of team members not provided, mismatch of skills with proposed role of team member demonstrate partial understanding of project requirements)</p> <p>2 = Elements poorly covered (Project team organogram incomplete, CVs provided but do not provide required information, skills of each team member do not match the proposed role in the project)</p> <p>1 = Elements not covered (Project team organogram not provided, CVs not provided or incomplete, skills mismatch and no cross reference to of team roles to deliverables)</p> <p>0 = Information required not provided, incomplete or does not provide adequate information required for evaluation purposes</p>	
7.	QUALITY OF PROJECT COMPREHENSION DEMONSTRATED IN		10

	CRITERIA	SCORING	WEIGHT
	PROPOSALS		
	<p>The proposal must demonstrate the following:</p> <ul style="list-style-type: none"> Understanding of the terms of reference in relation to the specified Transaction Advisory scope of work for the Project. Proposed work plan and timelines for the project must demonstrate understanding of project deliverables. A project management approach and/or quality assurance Any innovative and creative ideas/proposals to ensure a successful and efficient outcome. Order of documents as prescribed in the bid document. Adherence to the provided CVs template for project team members (Annexure A) Adherence to the provided company profile template for firms (Annexure B) 	<p>5 = Proposal with an excellent project management approach relevant to this project; detailed workplan with deliverables and timelines, innovative ideas, Adherence to required order of documents. and provided annexure templates</p> <p>4 = Proposal with a comprehensive project management approach, acceptable workplan with deliverables and timelines, some innovative ideas, adherence to required order of documents. and provided annexure templates</p> <p>3 = Proposal with adequate project management approach; acceptable workplan with deliverables and timelines. Basic or no innovative ideas, adequate adherence to required order of documents and provided annexure templates.</p> <p>1 = Poor or incomplete project management approach and/or work plan and timelines.</p> <p>0 = No Project management approach and/or work plan and timelines.</p>	
	TOTAL TECHNICAL POINTS		100 points
	MINIMUM THRESHOLD		70 points

Calculation of percentage for functionality

The percentage scored for functionality will be calculated as follows: Each panel member will award values for each individual criterion on a score sheet. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks will be added to obtain the total score.

The following formula will then be used to convert the total score to a percentage for functionality: $Ps = \frac{So}{Ms} \times Ap$
where Ps = percentage scored for functionality by bid/proposal under consideration So = total score of bid/proposal under consideration Ms = maximum possible score Ap = percentage allocated for functionality
The percentages of each panel member will be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality. After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality will be taken into consideration. Bids/proposals that do not score a certain specified minimum percentage for functionality, will be disqualified and not be considered further.

10.1.4. PRESENTATION AND INTERVIEWS

Bidders who obtain 70% or more of the minimum threshold will be invited to present before the evaluation panel. The bidder will either score minimum of zero (0) or maximum ten (10) points per criteria. The presentation will focus on the following areas:

Item	Criteria	Weighting Allocation
1	Bidder's understanding of the project	10
2	Approach to deliver the project on time	10
3	Composition of the team and their expertise	10
4	Linking expertise with technical requirements of the bid	10
5	Applicability of a PPP process for a truck stop.	10
6	Previous exposure to PPP projects (per firm)	10
7	Specific truck stops experience or similar	10
8	Demonstration of work plan and project plan	10
9	Visual presentation of the envisaged truck stop	10
10	Approach to risk management and mitigation	10

10.1.5. DUE DILIGENCE / SITE VISIT

10.1.5.1. The CBRTA may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder and any misrepresentation by the bidder may disqualify the bid thereof.

10.1.5.2. The CBRTA may conduct due diligence before the final award or at any time during the evaluation period and this may include pre-announced/ non-announced site visits. During the due diligence process, the information submitted by the bidder is verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

10.1.5.3. The CBRTA also reserves the right to conduct any evaluation verifications before the final award or at any time during the contract period.

10.2. PREFERENTIAL PROCUREMENT EVALUATION BASED ON THE 80/20 PRINCIPLE

Bidders who scored 70 points and above on Presentation Evaluation will be scored further on Price and Specific goals as follows:

The applicable formula (80/20) will be utilised to evaluate the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the table below:

TABLE 6 – SPECIFIC GOALS EVALUATION CRITERIA

No	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Means of verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
A	BBBEE Level 1 - 4	10	BBBEE or Sworn affidavit submitted with the bid	
B	100% Women owned Enterprises	5	Central Supplier Database	
C	Enterprises owned by Disable people	5	Medical report	
D	Total point claimed	D= A + B + C		

10.3. PRICE AND SPECIFIC GOALS EVALUATION

- The pricing proposal will be evaluated as per the above paragraph.
- Price/financial proposals must be submitted in South African Rand.
- C-BRTA is not bound to accept any of the bids submitted, nor is it committed to awarding any contract upon the basis described in this RFB.
- C-BRTA reserves the right to call for best and final offers from shortlisted bidders before final selection.
- C-BRTA reserves the right to hold interviews with short-listed bidders before final selection.

- f. C-BRTA reserves the right to negotiate price with the preferred bidder.
- g. C-BRTA reserves its right to reject proposals provided to it pursuant to this RFB, and to review all costs and proposals according to the value and quality of any service solutions.
- h. C-BRTA is not bound to accept the lowest price submitted by any Tenderer. The entire value for money will be considered to ensure that the preferred bidder delivers on the scope of work.
- i. Any qualification, assumption or condition on the price will not be accepted.

The following terminology serves as a guide on compiling information for specific goals:

Terminology	Definition
Black People	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.
“Specific goals”	means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in <i>Government Gazette</i> No. 16085 dated 23 November 1994;
Historically Disadvantaged Individual (HDI)	means a South African citizen: <ol style="list-style-type: none"> 1. who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the interim Constitution); and/or 2. who is a female; and/or 3. who has a disability. provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

INFORMATION TO BIDDERS

11.1. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BIDS

- The successful bidder will sign a Transaction Advisor Contract as per Regulation 16's Practice Note No. 4 of 2004.
- The successful bidder will be required to submit the Skills Development Plan as per 8.2.1.4 (d) that must be agreed with the Client prior to concluding the Contract.

11.2. COMPLETION OF BIDS

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

11.3. CLARIFICATIONS

- Requests for clarification must be made in writing by e-mail to: tenders@cbrrta.co.za
- Requests for clarification will be accepted by C-BRTA as specified in the invitation letter. The submission reference must be included in the subject line of the email.
- Telephonic enquiries for clarification will not be accepted. Bidders must reduce all enquiries to writing and send to the above email address.
- A non-compulsory briefing session will be held virtually, refer to invitation letter for details.

C-BRTA reserves the right to reject applications that are not submitted in the prescribed format or where the information presented is illegible or incomplete.

11.4. SCORING METHODOLOGY

- Each panel member will rate each individual criterion on the score sheet using the points guidelines indicated in the TOR scoring criteria.
- Individual value scores will be added to obtain the points scored for all elements. These points will be added and averaged according to the number of panel members. Only bidders that have met or exceeded the minimum threshold as stipulated in the TOR for desktop evaluation will be evaluated and scored in terms of pricing and Specific Goals.

11.5. FUNCTIONALITY EVALUATION

- Bids will be evaluated strictly in accordance with the bid evaluation criteria stipulated in the Terms of Reference (TOR).
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on the information provided.

- Bidders will not rate themselves but must ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the criteria as set out set out in the TOR.

11.6. VALUE ADDED TAX

- All bid prices must be inclusive of all applicable taxes (VAT Inclusive).

11.7. REGISTRATION

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

11.8. CLIENT BASE

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

11.9. LEGAL IMPLICATIONS

- Successful service providers must be prepared to enter into a Transaction Advisor contract with C-BRTA.
- C-BRTA reserves the right to award this bid on a non-exclusive basis, i.e. C-BRTA may procure similar services outside this bid with the view of securing the best service and value for money.

11.10. COMMUNICATION

- Professional Services Procurement (PSP) within C-BRTA will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, Client or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

11.11. COUNTER CONDITIONS

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

11.12. PROHIBITION OF RESTRICTIVE PRACTICES

- In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
 - directly or indirectly fixing a purchase or selling price or any other trading condition.
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

11.13. BENEFICIAL OWNERSHIP

The bidder/s are required to provide the below information for transparency.

- A beneficial owner of a company is an individual who, directly or indirectly, ultimately owns that company or exercises effective control over that company.
- Companies are required to keep a register of their beneficial owners and to provide this information to the Companies and Intellectual Property Commission (CIPC). The CIPC maintains a central register of beneficial ownership information.
- The beneficial ownership regime in South Africa is intended to improve transparency and accountability in the corporate sector. It is also intended to help to prevent money laundering and terrorist financing.
- Companies are required to keep a register of their beneficial owners and must disclose in their bids the following information as provided for in their register for information of each beneficial owner:
 - Name
 - Date of birth
 - Identity number or passport number
 - Residential address
 - Occupation
 - Nature and extent of control over the company

11.14. FRONTING

- The National Treasury supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Client of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

11.15. TIMEFRAMES AND FORMAL CONTRACT

- Successful bidder(s) will be required to enter formal contract with C-BRTA.

11.16. PACKAGING OF BID

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

11.17. FUNCTIONALITY PROPOSAL

- The bid submission must include:
 - Four individually bound documents.
 - The original signed and bound master document; and
 - Four individually bound copies of the master document. The bid document (technical proposal) must include the following:

Sequence	Document Title
1	SBD 1- Invitation to Bid
2	Tax clearance status: CSD registration report or number or SARS Pin
3	SBD 4 – Bidder's Disclosure
4	SBD 6.1- Preferential Points Claim Form in terms of the

	Preferential Procurement Regulations (PPR) 2022
5	Response to Technical Evaluation Criteria as per Terms of Reference

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

Tender:	"TECHNICAL PROPOSAL: Transaction advisory services to conduct a feasibility study and potential procurement for the Truck Stops programme for the C-BRTA's
TECHNICAL PROPOSAL	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

PRICE/FINANCIAL PROPOSAL

- In this envelope, the bidder shall provide the price/ financial proposal. The envelope must be addressed as follows:

Tender:	"PRICE PROPOSAL: Transaction advisory services to conduct a feasibility study and potential procurement for the Truck Stops programme for the C-BRTA.
Bid No:	
FINANCIAL PROPOSAL	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

11.18. BID VALIDITY PERIOD

- The bid will be valid for a period of 90 (ninety) days from the closing date of the bid.

11.19. NON-COMPULSORY BRIEFING SESSION

- A non-compulsory briefing session will be held at a specified date and time as indicated in the cover/ invitation letter of this bid.

11.20. SUBMISSION DETAILS AND CLARIFICATION

- Submissions must be submitted to C-BRTA Tender box situated at:

Reception
Cross-Border Road Transport Agency
350 Witch-Hazel Avenue
Eco Point Office Park
Block A, Eco Park
Centurion
Pretoria

- **NB: The tender box is accessible during office hours, Monday to Friday from 07h30 – 16h00**
- Submissions received after the closing date and time will not be accepted.
- For any enquiries, send email to : tenders@cbra.co.za

ANNEXURE A1

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CROSS-BOARDER ROAD TRANSPORT AGENCY					
BID NUMBER:	C-BRTA/HO/0094	CLOSING DATE:	12 MARCH 2025	CLOSING TIME:	11h00
DESCRIPTION	TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND TO POTENTIALLY PROVIDE TECHNICAL SUPPORT IN THE PROCUREMENT FOR THE TRUCK STOP PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT AGENCY				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED VIA THE OFFICIAL EMAIL ADDRESS ON THE COVER PAGE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM CBRTA		CONTACT PERSON	SCM CBRTA	
TELEPHONE NUMBER	012 471 2000		TELEPHONE NUMBER	012 471 2000	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@CBRTA.co.za		E-MAIL ADDRESS	tenders@CBRTA.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]				
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]					
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 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, 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 CONSORCIA / 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:	

(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00 CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	-----days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.:

Name of Bidder: _____

.....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL:R.....

.....

6. Period required for commencement with project after acceptance of bid.....
7. Estimated man-days for completion of project.....
8. Are the rates quoted firm for the full period of contract?*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

ANNEXURE C1

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**
The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1 - 8	5	10		
100% Women owned Enterprises	3	5		
Enterprises owned by Disable people	2	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

ANNEXURE E1

SBD 7.2

CONTRACT FORM - TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND TO POTENTIALLY PROVIDE TECHNICAL SUPPORT IN THE PROCUREMENT FOR THE TRUCK STOP PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT AGENCY

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Cross Border Road Transport Agency** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **C-BRTA/HO/0094** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.
NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1
2

**CONTRACT FORM – TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY
AND TO POTENTIALLY PROVIDE TECHNICAL SUPPORT IN THE PROCUREMENT FOR THE TRUCK
STOP PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT AGENCY**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as
Accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large empty rectangular box intended for an official stamp.

WITNESSES

1
....

2

PART 2

PRO FORMA TEMPLATE FOR INFORMATION REQUIRED FOR EVALUATION OF SPECIFIC GOALS

Bidders are required to complete the Table below in order to be evaluated for the Preference Points in the applicable formula (80/20).

Specific goals will be utilised to evaluate the bid, of which eighty (80) points are allocated for price, and the remaining twenty (20) points are for Specific Goals

1. You are required to follow Table Guide 1 on Paragraph 3 below and provide the following information :

- Total number of persons in the Project Team
- Name of the individual
- Role in the team
- Race
- Gender

2. Provide information requested in Column B (refer to Paragraph 3 and 4 below for a guide)

A	B
Maximum Scoring Weighting Points evaluation – Specific Goals	
1. The percentage of Black Professionals and their roles in the Transaction Advisory team (excluding trainees and administration resources in the project team)	<ul style="list-style-type: none"> • Names of the individuals • Role • Total % of Black Professionals in the Project Team
2. The percentage of Black Professional Women and their roles in the Transaction Advisory team (excluding trainees and administration resources in the project team)	<ul style="list-style-type: none"> • Name of the individuals • Role • Total % of Black Women in the Project Team
3. The number of Black Graduate Trainees and other Young Black	<ul style="list-style-type: none"> • Name of individuals • Role played by each individual

Professionals (e.g. Candidate Attorneys, graduates doing Articles, Candidate Engineers, etc. as applicable in respective professions) as percentage of the whole Transaction Advisory team	<ul style="list-style-type: none"> • Total number within the Team <p>N.B. Youth refers to individuals up to age of 35</p>
4. The percentage of project cash flow to Black professionals	<ul style="list-style-type: none"> • Fees to black professionals as a % of Total Transaction Advisor fee
5. A credible plan for skills transfer within the team. The plan must have identified individuals, the areas of development or skills transfer, the timing linked to the project and anticipated outcome	<p>Provide a comprehensive plan indicating the following :</p> <ul style="list-style-type: none"> • Identified individuals • Specified areas of development • Outcomes - List envisaged skills to be acquired

Terminology	Definition
Black People	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.
“Specific goals”	means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in <i>Government Gazette</i> No. 16085 dated 23 November 1994;
Historically Disadvantaged Individual (HDI)	<p>means a South African citizen:</p> <ol style="list-style-type: none"> 4. who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the interim Constitution); and/or 5. who is a female; and/or

	<p>6. who has a disability.</p> <p>provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.</p>
--	--

3. GUIDE: Provide a complete list of all resources in the table below. Note that the list includes all resources that make up the project team, the exclusions will only apply in the calculations. Also the total fees per resource must be filled in, unless if non-fee drawing. Please see the table below:

Project Team

Name of Individual	ID No. (for verification)	Race and Gender e.g. <i>Black Male etc. (Refer to the Terminology guide above for the definition of Black People)</i>	Role in the team e.g. <i>Architect etc.</i>	Total fees per resource - if fee drawing, 0 if not (Cross referenced with Annexure C – Pricing Schedule)
1.				R
2.				R
3.				R
4.				R
5.				R
6.				R
7.				R
8.				R
9.				R
10.				R
...etc				R

4. Please provide the calculations in the table below:

Input Description	Total (#/R)	Output Description	Output (%)
Total Project Team (“A”)	#		
No. of Professionals (“B”)	#		
No. of Black Professionals (“C”) <i>(Refer to the Terminology guide above for the definition of Black People)</i>	#	Total percentage of Black Professionals (C ÷ B x 100)	%
No. of Black Professional Women (“D”)	#	Percentage of Black Professional Women (D ÷ B x 100)	%
No. of Black Graduate Trainees/ Young Black Professionals up to age 35. (“E”)	#	Percentage of Black Graduate Trainees/ Young Black Professionals (E ÷ A x 100)	%
Total Project Fees (“F”)	R		
Fees to Black Professionals (“G”)	R	Percentage fees to Black Professionals (G ÷ F x 100)	%

PRO FORMA TEMPLATE FOR FIRMS

Name of the firm	To be completed by bidder
Stream	To be completed by bidder
Proposed role in the Project	To be completed by bidder

Complete the profile as per the following sections :

- A. Key areas of expertise/specialisation :
- B. Number of years in operation :
- C. Provide a list of projects undertaken by the firm **indicating its overall experience**
- D. Provide a list of recent projects, **undertaken in the past 10-15 years**, relevant to this project :

Information provided in C and D must include the following :

- a) Project name
- b) Project description
- c) Client
- d) Role in the project and deliverables
- e) Project value
- f) Project stage (e.g. inception, feasibility, procurement, etc.)
- g) Start and completion dates
- h) Key highlights and successes

PRO FORMA CV TEMPLATE FOR PROPOSED PROJECT TEAM MEMBERS

Stream	To be completed by bidder
Proposed role in the Project	To be completed by bidder e.g. Technical Lead, Support Team member, etc.

Personal Information:	Surname		
	First names		
	Identity / Passport Number		
	Country Issued		
	Tax Number		
	Date of birth		
	Gender		
Contact Details:	Telephone number (land line)		
	Cell Number		
	Email Address		
	Physical Address		
Candidate background checks	Are you a South African citizen?	Yes	No
	If no, what is your nationality?		
	Do you have a valid work permit? (only if non-South African)	Yes	No
	Are you currently in the employ of the state	Yes	No
	If yes, please provide details		
	Have you ever been charged and convicted with a criminal offence?	Yes	No
	If yes, please provide details of offence and the sentence imposed:		
	Do you have any pending criminal case against you?	Yes	No
	If yes, please provide details		

	Have you ever been dismissed for misconduct?	Yes	No	
	If yes, please provide details			
	Do you have any pending disciplinary case against you? *	Yes	No	
	If yes, please provide details			
	Have you resigned from a recent job pending any disciplinary proceeding against you?	Yes	No	
	If yes, please provide details			

1. Qualifications :

- Certified copies (not older than 6 months) of each qualification must be included in the pack
- SAQA certification for qualifications from all foreign institutions must be included in the pack
- Add entries if needed, starting from the most recent

Institution [Date from-Date to]	Degree(s) of Diploma(s) obtained

2. Membership of professional bodies:

- Certified copies – not older than 6 months

Professional Body	Registration Number	No. of Years Registered

3. Language skills: indicate competence on a scale of 1 to 5 (1-basic; 5-excellent)

Language	Reading	Speaking	Writing

4. Other skills relevant to the Project (e.g. Computer literacy, etc.)

5. Present position : _____

6. Years within the firm : _____

7. Key qualifications relevant to the project:

8. Key experience relevant to the project : _____

9. General Professional experience : _____

Provide a summary of skills, experience relevant to this project and projects **throughout the career period**

Date (from - to)	Location	Company	Position	Description of projects/ assignments, responsibilities etc.

10. List of projects undertaken in the **past 10-15 years** - **highlighting skills and experience relevant to this assignment**

Date (from - to)	Project Name and description	Role and responsibilities in the project	Deliverable	Client, Contact person and number

STATEMENT OF AVAILABILITY

TENDER REF: _____

I, the undersigned, hereby declare that I agree to participate in the tender **C-BRTA/HO/0094** as a resource for the role indicated in the Project Team Structure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

Furthermore, I confirm that my CV has not been included in another bid for tender **C-BRTA/HO/0094 - TRANSACTION ADVISORY SERVICES TO CONDUCT A FEASIBILITY STUDY AND TO POTENTIALLY PROVIDE TECHNICAL SUPPORT IN THE PROCUREMENT FOR THE TRUCK STOP PROGRAMME FOR CROSS-BORDER ROAD TRANSPORT AGENCY**

Should my CV be included in another bid for this tender, I am fully aware that I will be disqualified and excluded from taking part in the project; and the winning bidder will be required to replace me with a resource of similar qualification and experience.

Name :

Signature :

Date :