

**REQUEST FOR PROPOSALS**

<p><b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b></p>	
<p><b>BID NUMBER:</b></p>	<p>RFP071/2020</p>
<p><b>NON-COMPULSORY BRIEFING SESSION DATE AND VENUE</b></p>	<p><b>Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to <a href="mailto:tenders@dbsa.org">tenders@dbsa.org</a> three (3) working days before the briefing meeting so as to be invited.</b></p> <p><b>03 April 2020 @11H00</b></p>
<p><b>CLOSING DATE:</b></p>	<p>17 April 2020</p>
<p><b>CLOSING TIME:</b></p>	<p>11H00</p>
<p><b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b></p>	<p>90 days</p>
<p><b>DESCRIPTION OF BID:</b></p>	<p><b>TRANSACTION ADVISORY SERVICES FOR THE CITY OF JOHANNESBURG (COJ) ALTERNATIVE WASTE TREATMENT TECHNOLOGY (AWTT) PUBLIC PRIVATE PARTNERSHIP PROJECT</b></p>
<p><b>BID DOCUMENTS DELIVERY ADDRESS:</b></p>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p>a. Bidders that wish to submit a tender response must send an email to <a href="mailto:TENDERS@DBSA.ORG">TENDERS@DBSA.ORG</a> indicating their participation.</p> <p>b. This must be done three (3) working days before submission day.</p> <p>c. Bidders will thereafter receive a OneDrive Link to upload their tender documents electronically.</p> <p><b>2. PHYSICAL SUBMISSIONS</b></p> <p>Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand For Attention: Vusi Kunene</p>

<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33  
 Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)  
 Free Post : Free Post KZN 665 | Musgrave | 4062  
 SMS : 33490

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**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)**

BID NUMBER: RFP071/2020

NON-COMPULSORY BRIEFING: Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to [tenders@dbsa.org](mailto:tenders@dbsa.org) three (3) working days before the briefing meeting so as to be invited.

CLOSING DATE: 17 April 2020

CLOSING TIME: 11H00

DESCRIPTION: **TRANSACTION ADVISORY SERVICES FOR THE CITY OF JOHANNESBURG (COJ) ALTERNATIVE WASTE TREATMENT TECHNOLOGY (AWTT) PUBLIC PRIVATE PARTNERSHIP PROJECT**

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**The successful Bidder will be required to conclude a service level agreement with the DBSA**

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**Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover page of this document). If the Bid is late, it will not be considered for evaluation.**

**The Bid box is open during office hours (08:00 – 16:30) Monday to Friday.**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).**

**BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.**

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>	
<b>POSTAL ADDRESS:</b>	
<b>STREET ADDRESS:</b>	

<b>CONTACT PERSON (FULL NAME):</b>				
<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>IF YES, WHO ISSUED THE CERTIFICATE?</b>				
<b>REGISTERED WITH THE NATIONAL TREASURY CSD</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>CSD REGISTRATION NUMBER</b>				
<b>TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS</b>				

<b>1..1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		
<b>1..1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]		
<b>1..1.3 SIGNATURE OF BIDDER</b>	.....		
<b>1..1.4 DATE</b>			
<b>1..1.5 FULL NAME OF AUTHORISED REPRESENTATIVE</b>			
<b>1..1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>1..1.7 TOTAL NUMBER OF ITEMS OFFERED</b>		<b>Total Bid Price (All inclusive)</b>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## PART C

### CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

**NB:** Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

**YES**

**NO**

One original Bid document with one (1) copy (clearly marked as original and copy); separated into separate envelopes for Pre-Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.

**Part A:** Invitation to Bid

**Part B:** Terms and Conditions of Bidding

**Part C:** Checklist of Compulsory Returnable Schedules and Documents

**Part D:** Conditions of Tendering and Undertakings by Bidders

**Part E: Specifications/Terms of Reference and Project Brief**

**Annexure A:** Price Proposal Requirement

**Annexure B:** SBD4 Declaration of Interest

**Annexure C:** SBD6.1 and B-BBEE status level certificate

**Annexure D:** SBD8: Declaration of Bidder's Past Supply Chain Practices

**Annexure E:** SBD9: Certificate of Independent Bid Determination



**Annexure F:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

 

**Annexure G:** Certified copies of latest share certificates, in case of a company.

 

**Annexure H: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.

 

**Annexure I** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

 

**Annexure J:** General Condition of Contract

 

**Annexure K:** CSD Tax Compliance Status and Registration Requirements Report

## PART D

### CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

#### 1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.4 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## 2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

## 3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: [vusik4@dbsa.org](mailto:vusik4@dbsa.org)

No questions will be answered telephonically.

#### 4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	23 / 03 / 2020
RFP document available	23 / 03 / 2020
Non-Compulsory Briefing session	03 / 04 / 2020
Closing date for tender enquiries	14 / 04 / 2020
<b>Closing date and time</b>	17 / 04 / 2020
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

#### 5. SUBMISSION OF TENDERS

##### 5.1 ELECTRONIC SUBMISSIONS

- Bidders that wish to submit a tender response must send an email to [TENDERS@DBSA.ORG](mailto:TENDERS@DBSA.ORG) indicating their participation.
- This must be done three (3) working days before the briefing meeting
- Bidders will thereafter receive a OneDrive Link to upload their tender documents electronically.

##### 5.2 HARDCOPIES OF TENDERS ARE TO BE SUBMITTED TO:

Physical Address of Tender Box	Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand
Hours of access to Tender Box	Monday to Friday: 08h00 to 16h30
Information to be marked on package containing Tender	DBSA SCM Unit RFP Ref. No. RFP071/2020 Name of Bidder For Attention: Vusi Kunene

5.3 Bidders are to provide one (1) original and three (3) hard copies and one (1) electronic (PDF) copy of the Bid. If the Bidders are submitting more than one (1) proposal regarding the functions explained in the cover page and Part D of this RFP, then these should be submitted as separate submissions and indicated on the cover page of the Bid. Each Bid shall be submitted with one (1) original and one (1) hard copy and one (1) electronic copy as indicated above.

## **6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS**

6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

6.4 The rules contained in this RFP Part C apply to:

- 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- 6.4.2 the Tendering Process; and
- 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

## **7. STATUS OF REQUEST FOR PROPOSAL**

7.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

## **8. ACCURACY OF REQUEST FOR PROPOSAL**

8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information

communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

## **9. ADDITIONS AND AMENDMENTS TO THE RFP**

- 9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

## **10. REPRESENTATIONS**

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

## **11. CONFIDENTIALITY**

- 11.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

## **12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to [vusik4@dbsa.org](mailto:vusik4@dbsa.org)

- 12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

### **13. UNAUTHORISED COMMUNICATIONS**

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

### **14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

- 14.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

### **15. ANTI-COMPETITIVE CONDUCT**

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

## **16. COMPLAINTS ABOUT THE TENDERING PROCESS**

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([scmqueries@dbsa.org](mailto:scmqueries@dbsa.org))
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
  - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 16.2.3 any relevant background information; and
  - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

## **17. CONFLICT OF INTEREST**

- 17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.



17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

## **18. LATE BIDS**

18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

## **19. BIDDER'S RESPONSIBILITIES**

19.1 Bidders are responsible for:

19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

19.1.3 ensuring that their Bids are accurate and complete;

19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

19.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

- 19.1.6 submitting all Compulsory Documents.
- 19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

## **20. PREPARATION OF BIDS**

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
  - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

## **21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

21.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

## **22. OBLIGATION TO NOTIFY ERRORS**

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

## **23. RESPONSIBILITY FOR BIDDING COSTS**

23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

23.2.1 the Bidder is not engaged to perform under any contract; or

23.2.2 the DBSA exercises any right under this RFP or at law.

## **24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION**

24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

24.1.1 as required by law;

24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## 25. USE OF BIDS

- 25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

## 26. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

## 27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

### 27.1.1 FIRST STAGE – TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

#### **STAGE 1: RESPONSIVENESS**

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

**A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.**

Responsiveness Criteria		Pre-Qualifying criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-envelope tender – Functionality submission separate from price submission	Pre-Qualifier	Y
2	Attendance Register of the Non - Compulsory Briefing Session attended by the Tenderer – Via SKYPE or TEAMS	Pre-Qualifier	Y
3	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y
4	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:  (i). an EME or QSE which is at least 51% owned by black people	Pre-Qualifier	Y

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
5	Standard conditions of tender as required.	48 hours	Y
6	Returnable documents completed and signed.	48 hours	Y
7	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	48 Hours	Y
8	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further.

#### 27.1.2 SECOND STAGE – FUNCTIONAL CRITERIA

Only those Bidders which score **[75]** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the next stage.

#### 27.1.3 THIRD STAGE – PRICE AND PREFERENTIAL POINTS

Those Bidders which have passed the initial and first stages of the tender process will be scored based on price and preference point allocation in accordance with the applicable legislation.

27.1.3.1 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

**27.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.**

### 27.3 Qualification: Pre-Qualifying Criteria

27.3.1 The following Pre-Qualifying Criteria will be applied in the initial stage of the evaluation. Bidders who do not meet all of the Pre-Qualifying Criteria will not be considered for award of the tender.

27.3.2 Bidders are required to complete the table below by indicating whether they comply with the requirement by marking the appropriate column with an 'X' below. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender.**

### 27.4 SECOND STAGE: FUNCTIONAL CRITERIA

The Functional Criteria that will be used to test the capability of Bidders are as follows:

Technical Evaluation Criteria	Proof	Score	% Weighting
<p><b><u>1. Quality of proposed work plan, project management approach and timetable for the project</u></b></p>	<ul style="list-style-type: none"> <li>Detailed Project Management Approach and Methodology.</li> <li>Project / work plan with deliverables, tasks and time line.</li> <li>Project team linking to the assignment of tasks and deliverables.</li> </ul>	<p><b>Excellent:</b> Sufficient detailed information and explanations provided relevant to the project = <b>10</b></p> <p><b>Acceptable:</b> Only limited / generic information provided = <b>5</b></p> <p><b>Unacceptable:</b> No information provided = <b>0</b></p>	<p><b>10%</b></p>
<p><b><u>2. Lead transaction advisor's availability for the work</u></b>  <b>Availability of key personnel</b>                      The key personnel with the relevant experience (as indicated in the Experience requirement) should be available for the duration of the project.                      Respondents should provide a firm indication of the availability for the duration of the project.</p>	<p>Project Team structure / organogram</p>	<p>Proof of the <b>key personnel</b> in the project structure/organogram with defined roles and responsibilities (including a clear indication of who is lead and support for each discipline) and firm indication of availability from individuals in the organogram = <b>5</b></p> <p>No proof of <b>key personnel</b> attached = <b>0</b></p>	<p><b>5%</b></p>
<p><b><u>3. Legal Qualification</u></b>   <b>Qualifications of Proposed Resources (Bachelor's degree in Legal)</b></p>	<p>Copy of a Qualification for the proposed resources for points allocation</p>	<p>Relevant Bachelor's Degree (LLB):  <b>5</b>                      Principal Lead resource (Lead) = <b>3</b>                       Junior Legal resource (Support) = <b>2</b></p>	<p><b>5%</b></p>

<p><b><u>3.1 Relevant Project Experience</u></b></p>	<p>Individual resource CV with relevant experience attached (Points are subject to project details provided in the CVs such as project name, size, work descriptions and contactable references)</p>	<p>Drafting and negotiating of 3 and more PPP agreements = 5</p> <p>Drafting and negotiating of 2 PPP agreements = 4</p> <p>Drafting and negotiating of 1 PPP agreement = 3</p> <p>Drafting and negotiating 5 Commercial contracts for Energy and/or Waste Management sectors (One (1) point per project) = 5</p> <p>No copy of individual resources CV and reference letter/s attached = 0</p>	<p>10%</p>
<p><b><u>4. Environmental Qualifications</u></b> <b>Qualifications of Proposed Resources (Bachelor's degree/related degree in Natural/Environmental Sciences)</b></p>	<p>Copy of Qualifications and EPASA or SACNASP registration as an Environmental Assessment Practitioner or Professional Natural Scientist practicing under Environmental Science Category (Relevant Environmental Specialist should be registered with SACNASP as Pr.Sci.Nat for each designated specialist category ) for the proposed resources for points allocation</p>	<p>Relevant Bachelor's Degree in Natural/Environmental Sciences and professional registration with EPASA or SACNASP = 5</p> <p>Principal Environmental resource = 3</p> <p>Junior Environmental resource = 2</p>	<p>5%</p>
<p><b><u>4.1 Relevant Project Experience</u></b></p>	<p>Individual resource CV with relevant experience attached (Points are subject to project details provided in the CVs such as project name, size, work descriptions and contactable references)</p>	<p>Completed 5 or more full EIAs for Energy and/or Waste Management sector specific projects. (One (1) point per project) = 5</p> <p>Completed 5 or more full EIAs for other projects. (One (1) point per project) = 5</p> <p>No copy of individual resources CV and reference letters attached = 0</p>	<p>10%</p>
<p><b><u>5. Technical Qualifications</u></b></p>	<p>Copy of Qualifications and ECSA registration certificate for the proposed resources relevant to the project for points allocation <b>Engineers <u>MUST</u> be registered with ECSA the relevant professional body for eligible points. Lead Engineer must have ECSA PrEng Certification.</b></p>	<p>Bachelor's Degree in Engineering (Civil/Mechanical/Electrical/Chemical ) = 5</p> <p>Principal Technical resource (Lead) = 3</p> <p>Junior Technical resource (Support) = 2</p>	<p>5%</p>

<p><b><u>5.1 Relevant Project Experience</u></b></p>	<p>Individual resource CV with relevant experience attached (Points are subject to project details provided in the CVs such as project name, size, work descriptions and contactable references)</p>	<p>Individual resources CV attached with 3 or more Engineering experience in Mass Burn Municipal Solid Waste to Energy projects = <b>5</b></p> <p>Individual resources CV attached with 2 or more Engineering experience in Mass Burn Municipal Solid Waste to Energy projects = <b>4</b></p> <p>Individual resources CV attached with at least one (1) Engineering experience in Mass Burn Municipal Solid Waste to Energy projects = <b>3</b></p> <p>No Individual resources CV and reference letter/s attached = <b>0</b></p> <p>Individual resources CV attached with 5 or more Engineering experience in waste management projects (One (1) point per project) = <b>5</b></p> <p>No Individual resources CV and reference letter/s attached = <b>0</b></p>	<p><b>10%</b></p>
<p><b><u>6. Finance Qualifications</u></b></p>	<p>Copy of Qualifications for the proposed resources for points allocation</p>	<p>CA/CIMA/CFA Registered Candidates = <b>5</b></p> <p>Principal Financial resource = <b>3</b></p> <p>Junior Financial resource = <b>2</b></p>	<p><b>5%</b></p>
<p><b><u>6.1 Relevant Project Experience</u></b></p>	<p>Individual resource CV with relevant experience attached (Points are subject to project details provided in the CVs such as project name, size, work descriptions and contactable references)</p>	<p>PPP financial models: 5 or more projects modelled (One (1) point per project) = <b>5</b></p> <p>Financial models for Energy and Waste Management sectors: 5 or more projects modelled (One (1) point per project) = <b>5</b></p> <p>No individual resources CV and reference letter/s attached with experience in developing financial model = <b>0</b></p>	<p><b>10%</b></p>



<b>7. Company/Consortium Experience Similar to the Terms of Reference</b>	Please provide signed contactable reference letters from clients for point allocation	<b>Total = 25</b>	
<b>7.1 Legal Company Experience in Energy and/or Waste Management sectors</b>	Signed reference letters from clients for PPP and non-PPP projects in Energy and/or Waste Management sector.	<b>Max = 8</b>  Two (2) or more PPP projects reached commercial or financial close (Two (2) points per project) = 4  Two (2) or more Non-PPP projects reached commercial or financial close (two (2) points per project) = 4	<b>25%</b>
<b>7.2 Environmental Company Experience in Energy and/or Waste Management sectors:</b>	Signed reference letters from clients for a full EIA's successfully conducted in Energy and/or Waste Management sector.	<b>Max = 3</b>  Completed 3 or more full EIAs. (One (1) point per project) = 3	
<b>7.3 Technical Company Experience in Mass Burn Municipal Solid Waste to Energy and/or Waste Management sectors:</b>	Signed reference letters from clients for Mass Burn Municipal Solid Waste to Energy and Waste Management projects	<b>Max = 6</b>  Completed 3 or more Engineering experience in Mass Burn Municipal Solid Waste to Energy projects (One (1) point per project) = 3  Completed 3 or more Engineering experience in Waste Management projects (One (1) point per project) = 3	
<b>7.4 Finance Company Experience in Energy and/or Waste Management sectors:</b>	Signed reference letters from clients for PPP and non-PPP projects in Energy and/or Waste Management sector.	<b>Max = 8</b>  Two (2) or more PPP projects reached commercial or financial close (two (2) points per project) = 4  Two (2) or more Non-PPP projects reached commercial or financial close (two (2) points per project) = 4	
<b>Minimum Threshold</b>			
<b>Total Weighting</b>			<b>100%</b>

**27.1 Please note: Bidders must specify their lead and junior individuals for the legal, environmental, technical and financial team. Failure to indicate the resources allocation may result in zero point for the respective categories.**

27.2 **The bidder is requested to compile a reference table in the proposal submission to indicate where the relevant supporting documents linking to the evaluation criteria table above.**

27.3 A minimum of **70 points out of a 100** for the functional evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score 70 points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

27.4 **THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT**

27.4.1 the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

27.4.2 **Price points**

The following formula will be used to calculate the points for price:

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

27.4.3 **Preferential procurement points**

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits

their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

#### 27.4.4 **Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

## **28. STATUS OF BID**

28.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

28.2 A Bid must not be conditional on:

28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

28.2.4 the Bidder obtaining the consent or approval of any third party; or

28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

28.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

28.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

## **29. CLARIFICATION OF BIDS**

29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

### **30. DISCUSSION WITH BIDDERS**

- 30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 30.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
  - 30.4.1 conduct a site visit, if applicable;
  - 30.4.2 provide references or additional information; and/or
  - 30.4.3 make themselves available for panel interviews.

### **31. SUCCESSFUL BIDS**

- 31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

### **32. NO OBLIGATION TO ENTER INTO CONTRACT**

- 32.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 32.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

### **33. BIDDER WARRANTIES**

- 33.1 By submitting a Bid, a Bidder warrants that:

- 33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 33.1.4 it accepts and will comply with the terms set out in this RFP; and
- 33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

#### **34. DBSA'S RIGHTS**

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
  - 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 34.1.3 vary or extend any time or date specified in this RFP
  - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
  - 34.1.5 require additional information or clarification from any Bidder or any other person;
  - 34.1.6 provide additional information or clarification;
  - 34.1.7 negotiate with any one or more Bidder;
  - 34.1.8 call for new Bid;
  - 34.1.9 reject any Bid received after the Closing Time; or
  - 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

#### **35. GOVERNING LAWS**

- 35.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

35.3 All Bids must be completed using the English language and all costing must be in South African Rand.

**36. MANDATORY QUESTIONS**

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

**NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.**

36.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

within two working days after the request has been made, otherwise the proposal may be disqualified.		
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36.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.11

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.13

The Bidder should not qualify the proposal with own conditions.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
<b>Caution:</b> If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.		

## 36.1.14

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>



36.1.15

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.16

<p>In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.17

<p>Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.18

<p>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>
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right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.		
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36.1.19

<b>Bidders who make use of subcontractors:</b>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.21

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.24

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.25

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.26

<p>Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.27

<p>Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.28

<p>Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.29

<p>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

36.1.30

<p><b>The following will be grounds for disqualification:</b></p> <ul style="list-style-type: none"> <li>• Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or</li> <li>• The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or</li> <li>• The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or</li> <li>• The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or</li> <li>• Bids received after the stipulated closure time will be immediately disqualified; and/or</li> <li>• Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.</li> </ul>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

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Signature(s) of Bidder or assignee(s)

Date

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Name of signing person (in block letters)

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Capacity

---

Are you duly authorized to sign this Bid?

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Name of Bidder (in block letters)

---

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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: .....

Email Address.....

## **PART E**

### **TERMS OF REFERENCE & PROJECT BRIEF**

## 1. **BACKGROUND**

The amount of waste which is being generated in the City of Joburg continues to escalate due to significant growth, both in population as well as in the average income of the Gauteng residents. At this point in time, existing landfills are running out of airspace at a rapid rate and the development of new landfill sites is difficult because there is a scarcity of suitable land within the jurisdiction of the CoJ.

Consequently, the CoJ initiated a project to explore the feasibility of using alternative technologies for waste treatment to reduce the amount of waste that is disposed of at landfills. The proposed Alternative Waste Treatment Technology (AWTT) project seeks to provide the CoJ with a mass burn waste treatment technology facility that will accept 500 000 of the 1.6 million tonnes of municipal solid waste produced in Johannesburg per annum and the potential to generate 36MW of energy through a "design-build-finance-maintain-operate transfer" or a Public Private Partnership (PPP) "The Project".

The initial feasibility study was conducted in 2010 and there was recently a review and update of the alternative waste treatment technologies considered by the feasibility study to reflect current technological developments and operational experience, plus any changes in the City of Johannesburg's waste management practices. The following studies have already been undertaken in recent times (and the TA will take over the work, review, identify gaps and use the work for later stages):

1. Site Identification and Assessment
2. Waste characterization assessment
3. Markets Appraisal for Recyclates and other Recovered Products
4. Overview report of alternative waste treatment technologies
5. Financial Modelling
6. Residual Municipal Solid Waste Technical Options Appraisal
7. Draft Request for qualification
8. Draft Request for proposal
9. Draft PPP agreement

These Terms of Reference invite proposals from a Transaction Advisor comprising a team of suitably qualified and experienced technical, legal and environmental experts to be appointed as a team under a lead advisor to assist the CoJ in investigating and procuring the most suitable solution for the Project. Reference to 'the Transaction Advisor' includes the entire advisory team, under the management of a single lead advisor who shall contract with the



DBSA. The scope of work must be priced separately. No changes to the Transaction Advisory team after Bid Submission shall be effected without approval from the DBSA

The scope of work is divided in two (2) Parts as follows:

1. The Environmental Impact Assessment (EIA) for the identified site/s
2. The PPP Procurement process up to financial close as per PPP guidelines.

## **PART 1: TERMS OF REFERENCE FOR THE ENVIRONMENTAL IMPACT ASSESSMENT (EIA)**

The CoJ envisage constructing and operating a mass burn municipal solid waste to energy plant in its area of jurisdiction. The land assessment study has clearly defined objectives and deliverables. These aspects have been used as guidelines for the different types of analysis conducted, and the review of various data sets, including spatial data. The main objective of the analyses was to identify a site or sites where an annual volume of 500,000 tonnes of waste could be utilised in a profitable business to establish a PPP. The results from the site assessment process must then be fed into a proper EIA process.

The following results emanated from the various analyses:

- Location of the existing sites
- Volumes of waste that are generated in specific areas in CoJ
- The volume of waste that is taken to landfill sites
- The growth in population and densification in certain areas
- Available space at the landfill sites
- Average distances, travel times and congestion in terms of origin and destination (from the residential areas where waste is collected and taken to the individual landfill sites)
- Current congestion experienced on the roads in CoJ, especially during peak times
- The available technology to reduce waste and the related infrastructure

The study therefore recommended that an integrated waste management facility and associated infrastructure be implemented at both Robinson Deep and Marie Louise. The scope of work for the EIA must be undertaken for the Robinson Deep site that the CoJ has determined.

### **1.1. PREVIOUS STUDIES**

No previous EIA studies have been conducted on this project, and the successful transaction advisory team will have to work together with CoJ in this regard.

### **1.2. AIMS OF THE STUDY**

The aim of the EIA is to conduct a defensible and robust EIA process, and ultimately a final, high quality Environmental Impact Report (EIR) that will be submitted to the relevant authority, with the view of obtaining an Environmental Authorisation from the relevant authority.

### **1.3. SCOPE OF WORK**

The transaction advisor needs to provide a comprehensive proposal for the scope of work required to complete an Environmental Impact Assessment process as well as the compilation of a Construction and Operation Environmental Management Plan (at close of the EIA process), for the proposed project. The TA must ensure that the scoping report and a Geotechnical study report is available and ready to be incorporated into the Request for Proposal (RFP) document.

In summary, the scope of work for the EIA is as follows:

- Conduct an EIA and public participation process for proposed Alternative Waste Treatment Technology (AWTT) Project and any associated activity that may be considered a listed activity in terms of the EIA Regulations and any other additional applicable legislative requirements.
- Ensure that all necessary specialist investigations are provided for and conducted in the EIA. Specialist studies should be identified and defined during the scoping phase of the EIA. It is acknowledged that specialist studies may only be conclusively defined during the scoping phase of the EIA; however, respondents are requested to indicate, based on their experience with conducting EIA's for similar projects, likely specialist studies that would be required;

The specialist and technical studies/ reports ('environmental' and technical) that will be undertaken, and documents prepared as part of the EIA phase of the proposed development are inclusive of, but not limited to:

- Botanical Impact Assessment;
- Noise Impact Assessment;

- Health Risk (Animal and Human) Assessment;
- Socio and Economic Impact Assessment;
- Visual Impact Assessment;
- Air Quality Impact Assessment and impact of the proposed project on climate change;
- Geotechnical studies;
- Traffic Impact Assessment;
- Archaeological and Heritage Impact Assessment; and
- Major Hazard Installation (MHI) Risk Assessment.

The identification and assessment of potential impacts will be based on the professional judgment and experience of the specialists, their fieldwork and desktop studies. Specialists will be required to determine the significance of potential impacts that may result from the proposed project; as well as measures/recommendations to avoid, reduce and/or mitigate these impacts. The necessary monitoring, management and reporting procedures will also have to be developed (including, but not limited, to the following):

- To obtain environmental authorisation from the competent authority for the AWTT project;
- To obtain any other licenses that may be required for the AWTT project;
- A description of the tasks that will be undertaken as part of the environmental impact assessment process, including any specialist reports or specialised processes, and the way such tasks will be undertaken;
- An indication of the stages at which the competent authority will be consulted;
- A description of the proposed method of assessing the environmental issues and alternatives, including the option of not proceeding with the activity; and
- Particulars of the public participation process that will be conducted during the environmental impact assessment process.”

In addition to the above technical work, the EIA should also take into consideration any activities related to the generation and evacuation of electricity from the waste to energy plant. The Transaction Advisor is required to map out a high-level overview of the rail transportation pick-up points of the municipal waste from the respective waste generation gravity areas based on the feasibility study. A high-level technical assessment of the rail option in terms of the locality, infrastructure requirements and possible environmental impact needs to be elaborated and reported back to the DBSA.

## **PART 2: PUBLIC PRIVATE PARTNERSHIP (PPP) PROCESS**

### **2A: FINANCIAL MODEL REVIEW AND UPDATE**

Review and update the feasibility study financial model and ensure all possible revenue lines captured and are realistic, to come up with updated IRR and NPV figures. Firm up on the base position that will be used by council to approve and to get approval to move to the next stages.

Ensure an economic model (similar in functionality as the financial model and as an extension to the financial model) with all the relevant economic, social, environmental costs and benefits (and their justifications) and come up with EIRR and NPV figures (these are critical in the event that the project is not financially viable).

The financial analysis and the impact of the rail transport option explored above will be separately assessed as the cost and Net Present Value impact to the project.

### **2B: TERMS OF REFERENCE FOR THE PPP PROCUREMENT PROCESS**

The Feasibility study has been completed and the draft RFQ and RFP will be made available. The transaction advisor will assist the City to obtain the required Treasury Views and Recommendations, finalise bid documents complying with public sector procurement laws, policies and guidelines. The TA will also be required to assist the City to:

- evaluate the bids submitted in response to the procurement documents;
- negotiate with bidders and to reach commercial and financial close.

Specific requirements for the Transaction Advisor during Part 2 inter alia are:

- Finalisation of the tender documentation.
- Review and update of the RFQ, and RFP to meet the requirements for obtaining Treasury Views and Recommendation (TVR IIA and TVR IIB). The Transaction Advisor must prepare the complete set of procurement documents in accordance with best industry practice and the PPP Guidelines, complying with public sector procurement legislation, policies and guidelines, and in accordance with the tendering systems of the CoJ. The documentation must be of a standard, consistent with the results of the feasibility study that will enable the CoJ to obtain Treasury Views and Recommendation IIA and IIB in terms of the MFMA Treasury Guidelines.

- Preparation of PPP agreement with detailed output specifications and performance standards, a robust payment and penalty regime as well as a possible Request for Best and Final Offer (RFBAFO).
- Finalise the preparation of a draft PPP agreement, based on the *Standardised PPP Provisions*. Close liaison with the CoJ and the PPP Unit of National Treasury are required during drafting.
- The PPP agreement must include mechanisms in terms of which the CoJ is able to measure performance and operate a penalty system.
- Assist with the preparation of necessary documentation for the CoJ in obtaining TVR IIA and IIB (RFQ and RFP) in terms of MFMA PPP guidelines, to enable the procurement process to commence.
- Upon the issuance of Treasury Approval IIB (RFP/RFBAFO) undertake the procurement process in terms of the procurement plan developed in Phase I and the evaluation manual to assist the CoJ in selecting a preferred bidder and reserve preferred bidder.
- Design a suitable bid process that will ensure comparable bids, set up a clear and fair bid evaluation system and criteria, ensure suitable bidder communication, inspire market confidence and ensure optimal black economic empowerment participation in the Project. If appropriate, a system that allows for variant bids may be designed.
- Prepare the necessary advertisements for bids and conduct a compulsory information session.
- Provide support to the CoJ with all the necessary bidder communication, i.e. the bidding notes and responses to clarification questions. Provide administrative support for the efficient and professional management of the entire procurement process as well as the quality and integrity thereof. The procurement process should be conducted in accordance with legislation and policy and to the highest standards of efficiency and effectiveness, including proper management of the set timelines. The Transaction Advisor should also provide assistance with the design and support with the management and functioning of a well-controlled document and data room.
- Provide support for the CoJ in conducting a structured and fair engagement process with the bidders and assisting the CoJ with a diligent system for the receipt of the bids and management of the bidding process and documentation.
- Assist the CoJ in the evaluation of proposals and identification of the preferred and reserve bidders. The Transaction Advisor is to allow separately for costing of the Best and Final Offer (BAFO) process. If no BAFO stages are pursued, the Transaction Advisor's remuneration will be adjusted accordingly.
- Assist the CoJ to obtain TVR IIB demonstrating that the bids of the bidders selected by and proposed as preferred and reserve bidder the CoJ, demonstrate value for money, risk

transfer and affordability. The results of the bidding process and evaluation of the bids must be presented in a single Value-for-money Report (with relevant annexure) that demonstrates how value-for-money will be achieved with the preferred bidder. The report must clearly motivate and indicate the rankings of the bidders based on the various evaluation criteria and the basis of selection of the preferred and reserved bidders. It must also indicate the proposed risk allocations and changes to the risk profile as contained in the bids.

- The Value-for-money Report must be in a suitable format and of suitable standard to enable the CoJ to submit to National Treasury to obtain TVR IIB in terms of MFMA PPP guidelines.
- Upon issuance of TVR IIB, assist the CoJ in bringing the negotiations on the Project to contractual and financial close in line with and in terms of the procurement plan. The Transaction Advisor must assist the CoJ in final negotiations with the preferred bidder. This will entail the preparation of suitable negotiation teams, strategies encompassing suitable categorisation of issues, timelines for completion, as well as possible negotiation tactics and processes for reaching an agreement. The Transaction Advisor must ensure incorporation of all agreements reached into financial, commercial and legal documentation, and must assist with the drafting of all attendant correspondence.
- Assist the CoJ in developing and drafting the Contract Management Plan and Manual, reflecting the PPP Agreement as negotiated. The Transaction Advisor must, in close liaison with the CoJ, draft a comprehensive Contract Management Plan for the CoJ in accordance with the provisions of the PPP agreement and with due adherence to Guidelines issued by the National Treasury in this regard.
- The final terms of the Contracts, each as negotiated with the preferred bidder, must be submitted by the CoJ, along with the Contract Management Plan to National Treasury for TVR III in terms of MFMA PPP guidelines. The Transaction Advisor is responsible for compiling the necessary submissions for the CoJ to obtain this approval.
- Prepare the contingent liability report for the CoJ.
- Assist the CoJ to obtain TVR III.
- Assist the CoJ with the process of signing of the PPP agreement and achieving financial closure; and
- Prepare project close out report and case study report.

### **3. PROCUREMENT DELIVERABLES**

All this needs to be in accordance with the systems and standards set out for PPP's in Treasury Regulation 16 to the MFMA and using *National Treasury's PPP Manual and Standardised PPP Provisions as well as the MFMA PPP Guidelines for Municipalities*. The TA will provide advisory

services for procurement and contract negotiation to get the Project to reach commercial and financial close. The TA will be required to assist with tender documentation compilation and assist the procurement process to reach commercial and financial close.

The transaction advisor will have to deliver on the following stages:

### **Stage 1: Compilation of reports from the Feasibility Study**

- Part 1: Prepare a project statement that restate the project objectives and scope in terms of business outcomes supported by project outputs. This statement should be the introduction in every procurement document.
- Part 2: Prepare an affordability statement, setting the limits stated in the feasibility study looking at the existing budgets, project specifications, risk to be transferred in the PPP;
  - Manage any mismatch between the specification costing in the feasibility study and procurement documents and if needed amend and request for a revised TVRI;
  - Manage qualifications made by the private parties to the risk profile which could have a direct impact on the affordability of the PPP and justify in application for TVRI;
- Part 3: Confirm value for money drivers and allow the private party to determine and justify value for money in their proposal and encourage private sector innovation through competition.
- Part 4: Select procurement team with the necessary communication and analytical skills.
- Part 5: Confirming and stressing the link between the affordability and specifications which must form basis of RFP.
- Part 6: Procure the type of project with particular types of participants and strike a balance in the RFP between communicating view of the project and bidders to propose their own structures.
- Part 7: Identify all third parties and relevant stakeholders engagement before procurement.
- Part 8: Set out payment mechanism;
- Part 9: Confirm that due diligence has been successfully completed;
- Part 10: Ensure risk tracking throughout the process.

### **Stage 2: Prepare Request for Qualification**

- Part 1: Prepare the Request for Qualification (**RFQ**) document – which must enable tenderers to present appropriate information about themselves and their capability to deliver on the project;
  - Prepare all the necessary RFQ documentation including advertising material and set up and administer the tender process by which the Institution can pre-qualify the parties;

- Establish a tender process to select a minimum limited number of bidding consortia that is technically, financially, B-BBEE and experienced to execute the project and also ascertain the likely reasons for limited interest;
  - Bid bond should be required from tenderers as a condition to their pre-qualification before the Request for Proposal (RFP) is issued;
  - Set B-BBEE targets as a requirement for pre-qualification.
- Part 2: Obtain Treasury Views and Recommendation II A (**TVR IIA**) before issuing the RFQ.
  - Part 3: Advertise and distribute the RFQ and consider an open Briefing Session to introduce project and stimulate private sector interest.
  - Part 4: Design tender evaluation criteria and evaluate the responses from tenderers.
  - Part 5: Communicate with tenderers on status of success.

Call pre-qualified tenderers to a bidder's conference and communicate RFP processes and timelines in line with procurement plan and decide on whether a 2 (two) stage RFP process will be followed.

### **Stage 3: Prepare RFP Phase**

The transaction advisor must set up a bid specifications system to draft the bid criteria as well as set up a bid evaluation system and criteria to design a suitable bid process that will ensure comparable bids, devise effective systems for communication with bidders, inspire market confidence and incorporate all B-BBEE requirements of the project. The transaction advisor required to design an appropriate system which allows for variant bids and if appropriate design, lead and conduct a process to engage in a market sounding exercise. Market responses will be tested in detail and knowledge can be incorporated in the RFP.

- Part 1: Bidder participation in preparing the final RFP – Call pre-qualified bidders to a bidder's conference and communicate RFP processes and timelines in line with procurement plan and decide on whether a 2 (two) stage RFP process will be followed.
- Part 2: Prepare a draft RFP and PPP Agreement, if applicable.
- Part 3: Set up Bidders Conference and clarification meetings and obtain feedback from bidders.
- Part 4: Draft the final RFP document.
- Part 5: Obtain TVR IIA for issuing the RFP and PPP Agreement.
- Part 6: Establish Briefing Session.

### **Stage 4: Choose the Preferred Bidder**

The transaction advisor is to provide all necessary administrative support to the DBSA and the



Institution for the efficient and professional management of the tender process. This includes managing a data room, facilitating the evaluation process and assist with the evaluation (although no scoring is allowed). Assisting the DBSA and Institution to effectively communication through briefing notes and assist to receive and hold all the tenders for evaluation.

➤ Evaluate the bids

- Check for completeness and compliance;
- Set up technical evaluation teams to evaluate, technical, B-BBEE and price component of the tenders received;
- Establish the evaluation co-ordination committee to co-ordinate the technical evaluation team;
- Establish a project evaluation committee;
- Allow for a process of clarification during evaluation;
- Conduct a process to set up the evaluation of all variant tenders after the compliant tenders have been evaluated;
- Choose the preferred and reserve bidder;
- Consider a BAFO process if required and obtain TVR IIA for the BAFO process.

**Note:** A best and final offer (BAFO) process may be required. When costing this phase of work the transaction advisor must allow for the possibility of administering BAFO processes. If there is no BAFO process, the Transaction Advisor's remuneration will be adjusted accordingly.

### **Stage 5: The Value for Money Report**

After the evaluation of the tenders but prior to appointing the preferred tenderer, the Institution must submit a value-for-money report to the relevant treasury, demonstrating how the criteria of affordability, value for money and risk transfer were applied in the evaluation of the tenders.

- Part 1: Draft the Value for Money report
- Part 2: Obtain approval that the preferred tenderer provides the best value for money and that the tender is affordable;
- Part 3: Obtain Treasury Views and Recommendation: IIB (**TVR IIB**).

### **Stage 6: PPP Agreement Negotiation and PPP Agreement Management Plan**

The transaction advisor must assist the Institution in final negotiations with the preferred tenderer. This will involve preparing suitable negotiation terms, categorising issues appropriately, developing

timelines for completion and planning negotiation tactics and processes for reaching agreement. The transaction advisor must ensure that all agreements reached are incorporated into all the financial, commercial and legal documentation and must assist with drafting the necessary and related correspondence.

Outline objectives of the negotiations, establish a negotiation team and strategise;

- Establish initial contact meeting and inform tenderers of Institutions approach;
- Begin with negotiations by clarify each party's roles and responsibilities;
- Manage negotiations process and tracking of documentation;
- Generate options for settlement;
- Manage final bargaining process;
- Formal settlement and establish schedule for signing PPP agreement.

### **Stage 7: Obtain TVR III**

The final terms of the agreement, each as negotiated with the preferred tenderer, must be submitted by the Institution, along with the PPP agreement management plan for the project, for Treasury Views and Recommendation III (**TVR III**). The transaction advisor must ensure that a comprehensive legal due diligence of the accounting officer/authority has been completed. This will relate to legal compliance, competence and capacity to enter into the PPP agreement (See Treasury Regulation 16.6.1(c)).

- Part 1: Prepare the PPP agreement and contract management plan;
- Part 2: Complete the legal due diligence;
- Part 3: Compile and submit the TVR III report.

### **Stage 8: PPP Agreement Signature, Financial Close, Close-Out Report and Case Study**

The transaction advisor must help the Institution with all functions related to signing the final agreement. The transaction advisor must also compile a comprehensive close-out report and case study. These must follow the formats prescribed in *Module 5: PPP Procurement of National Treasury's PPP Manual*, and must incorporate any additional factors that may be required by the Institution. The close-out report will be a confidential document of the Institution and will also be lodged with National Treasury. Financial closure signifies that all procurement deliverables, contractual negotiation including PPP agreement and funding terms have been successfully completed and that the transaction advisor's work is finished, if applicable.

- Part 1: Sign PPP Agreement;

- Part 2: Reach financial Close
- Part 3: Prepare a close-out-report for complete records of the Institution.
- Part 4: Prepare a case study which will become available to the public.

The Transaction Advisor must also prepare and compile a comprehensive close-out Report. This report must follow the format prescribed in the National Treasury Guidelines and must incorporate any additional factors that may be required by the CoJ. The close-out report will be a confidential document of the CoJ and be logged also with the National Treasury.

#### **4. Transaction Advisor Skill, Experience, Remuneration and Management by the CoJ**

##### **4.1. *Skills and experience required in Transaction Advisor***

The Transaction Advisor will comprise a team, managed by a single Lead Advisor, members of which have both the skill and experience necessary to undertake the range of tasks set out in this Terms of Reference. Each individual on the team must be personally available to do the work as and when required to do so. The Lead Advisor will be held accountable, in terms of the contract, for ensuring project deliverables, and the professional conduct and integrity of the team. If the CoJ so decides to appoint the members of the team on an individual basis the lead advisor will still be asked to co-ordinate the team and their inputs. The skills and experience required in the Transaction Advisor team are as follows:

- Knowledge of and experience of the Treasury Regulations and PPP Guidelines;
- Knowledge and experience in preparing feasibility studies within the PPP legislative framework relating to needs, options and value determination for the municipal solid waste to energy projects including knowledge of operating and managing landfill;
- Expertise and experience in environmental impact assessments and planning;
- Legal and Finance experience and expertise relating to execution of the PPPs and the drafting of PPP agreements according to Standardised PPP Provisions as well the efficient negotiation thereof;
- Project management experience and expertise;
- Administrative support; and Contract management.

All members of the Transaction Advisory team must be in good standing in all respects including ethically and professionally and should provide proof of registration where required in respect of professional registration as well as proof of good standing with such professional bodies.

## **5. Rules of bidding, Bid submission requirements and Bid evaluation**

- The Transaction Advisor must be a single legal entity with all other necessary expertise obtained via sub-contract.
- The DBSA will enter into a contract with the selected Transaction Advisor.
- The DBSA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the DBSA and the Transaction Advisor be terminated by either party due to reasons not attributable to the Transaction Advisor, the Transaction Advisor 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.
- The persons proposed in the Offer for professional work on the Project shall remain on the Project unless written permission is granted by the DBSA to change the proposal. Such permission will only be granted in exceptional circumstances.
- 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 PSC, except where authorised in writing to do so.
- 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.
- Any proposal submitted by a consortium or joint venture of 2 (two) or more firms must be accompanied by the consortium formation document or joint venture agreement, as applicable and 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.
- The costs of preparing proposals and of negotiating the contract are not reimbursable.
- The DBSA is not bound to accept any of the proposals submitted and reserves the right to negotiate price with the preferred bidder.
- The Transaction Advisor 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.

**FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

**FORM OF OFFER**

**THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

**RFP071/2020: TRANSACTION ADVISORY SERVICES FOR THE CITY OF JOHANNESBURG (COJ) ALTERNATIVE WASTE TREATMENT TECHNOLOGY (AWTT) PUBLIC PRIVATE PARTNERSHIP PROJECT**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the consultant under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....  
..... (in words);                      ZAR ..... (in figures),

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

**Signature(s)** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**For the *Tenderer*** \_\_\_\_\_  
**(Name and address of organisation)**

**Name and signature of witness** \_\_\_\_\_                      **Date** \_\_\_\_\_

## Annexure

### Price proposal

This template must be completed in full and included as Annexure A to all Bids submitted.

Professional fees must be kept separate from other fees e.g. disbursements.

**Failure to complete this form in full may result in the disqualification of the Bid.**

#### **A.1 Bidder's Proposed Part 1 and Part 2 Remuneration Schedule and Disbursements:**

The Transaction Advisor will be remunerated in South African Rands, on a fixed price basis for Part 1 and Part 2 of the Scope of the Work. The bidder is required to complete the remuneration schedule as contained in the table below.

Description		Professional Fee (excl. VAT)
<b>Part 1: Environmental Impact Assessment (EIA)</b>		
1.1	Full EIA process description Report	
1.2	EIA Scoping and Public Participation	
1.3	Specialist Studies	
1.4	Compilation and submission of EIA, EMPr, Water Use Reports & other specialist reports for licenses application	
1.5	EIA, EMPr, Water Use License Applications & other licenses application	
1.6	Environmental Authorisation / Water Use License & other licenses	
<b>Sub-Total for Part 1: EIA</b>		
<b>VAT @15%</b>		
<b>Total for Part 1: EIA</b>		
<b>Part 2: Procurement Phase</b>		
2.1	Financial and Economic Model Review and Updates	
2.2	Compilation of reports for TVR 1 Approval	
2.3	Total for TVR IIA Approval	
2.4	Total for TVR IIB Approval	
2.5	Total for Finalisation of RFQ & RFP	
2.6	Total for PPP Negotiations and Contract Management Plan	
2.7	Total for TVR III Approval	
2.8	Commercial and Financial close	
2.9	Close out report and Case Study	

Description		Professional Fee (excl. VAT)
*	BAFO for procurement process	
<b>Sub-Total for Part 2: Procurement Phase</b>		
<b>VAT @15%</b>		
<b>Total for Part 2: Procurement</b>		

Total cost		
Deliverable	Total cost	% of cost
EIA report and regulatory approvals		
Procurement deliverables and approvals		
Disbursements		
<b>Sub-total</b>		
<b>VAT @ 15%</b>		
<b>Total including VAT</b>		

**Please note:** The total of the remuneration schedule as per the table above must agree to the Total Pricing Proposal in the table in Section A.2 of Annexure A: Pricing Proposal. The allocation of the estimated remuneration schedule will be further subject to negotiation with the DBSA. Deliverables completed per remuneration schedule will be approved by the Project Steering Committee (PSC) where after invoices will be submitted to the project manager who will process the invoice within 7 (seven) working days of receipt thereof, and remuneration will be paid within 30 (thirty) days of approved invoice.

**A.2 Professional Team and Fees**

1. Specify role/s on assignment
2. Specify the name and experience of the person to be assigned to each role
3. Provide the charge out rate for each person
4. Provide an estimate of hours per role to deliver the scope of work

**Other Fees:** Any other fees must be disclosed in sufficient detail

**Price schedule for individual professionals linked to the project plan**

Name of professional	Role on the assignment	Position held and name of employer	Number of years' experience	Rand Charge hourly rate	Estimated hour to be spent

**Price Proposal Table**

Name of the entities for the bid	Role on the assignment	Total costs (Exclude VAT)	Total costs (Include VAT)
Total Professional Fees			
Other Fees: Disbursement			
<b>Total Price Proposal (Rand Amount)</b>			



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity ..... Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company ..... Registration ..... Number: .....

2.5 Tax ..... Reference ..... Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person  
connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**  
document?

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, **YES/NO** aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

**3. Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Number / Employee Pearsal Number</b>

**4. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**1..1.8**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....



8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p><b>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
SignatureDate

.....  
Position Name of Bidder

**Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation**



**Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies**

**Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.**

**Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.**

**Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.**

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (*Tick applicable box*) below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

**Tax Compliant Status and CSD Registration Requirements**

**ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.**

**REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.**

<b>CSD Registration Number:</b>	
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The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33  
Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)  
Free Post : Free Post KZN 665 | Musgrave | 4062  
SMS : 33490