REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>RFP259/2019</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COMPULSORY BRIEFING SESSION DATE AND VENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 FEBRUARY 2020 AT RAY NKONYENI LOCAL MUNICIPALITY</td>
</tr>
<tr>
<td>Address: 10 Connor Street, Port Shepstone.</td>
</tr>
<tr>
<td>Time: 11h00 PROMPTLY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>20TH FEBRUARY 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSING TIME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>11:00 AM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>120 Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF BID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ASSIST THE DBSA WITH THE DEVELOPMENT AND IMPLEMENTATION OF A REVENUE ENHANCEMENT PROGRAMME (REP) FOR RAY NKONYENI LOCAL MUNICIPALITY (RNLM) IN KWAZULU NATAL (KZN) PROVINCE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BID DOCUMENTS DELIVERY ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand For Attention: SAROJ MOODLEY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF BIDDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMAIL ADDRESS:</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>FAX NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BIDDER’S STAMP OR SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
PART A

INVITATION TO BID

REQUEST FOR PROPOSAL FOR THE PROVISION OF PROFESSIONAL SERVICES TO DEVELOP AND IMPLEMENT REVENUE ENHANCEMENT PROGRAMME (REP) FOR RAY NKONYENI LOCAL MUNICIPALITY (RNLM) IN KWAZULU/NATAL (KZN) PROVINCE.

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>RFP259/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRIEFING:</td>
<td>RAY NKONYENI LOCAL MUNICIPALITY</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>TUESDAY 4TH FEBRUARY 2020 AT 11H00 PROMPTLY</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>20TH FEBRUARY 2020</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>11:00am</td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>Appointment of a service provider to assist the DBSA with the development and implementation of a Revenue Enhancement Programme (REP) for Ray Nkonyeni Local Municipality</td>
</tr>
</tbody>
</table>

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

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 PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

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, 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.
<p>| NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM: |  |
| POSTAL ADDRESS: |  |
| STREET ADDRESS: |  |
| CONTACT PERSON (FULL NAME): |  |
| EMAIL ADDRESS: |  |
| TELEPHONE NUMBER: |  |
| FAX NUMBER: |  |
| BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM |  |
| BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM |  |
| ORIGINAL AND VALID BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /ORIGINAL CERTIFIED COPY/ORIGINAL SWORN AFFIDAVIT SUBMITTED? | YES | NO |
| IF YES, WHO ISSUED THE CERTIFICATE? |  |
| REGISTERED WITH THE NATIONAL TREASURY CSD | YES | NO |
| CSD REGISTRATION NUMBER |  |
| TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS |  |</p>
<table>
<thead>
<tr>
<th>1.1.1</th>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>□ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[IF YES ENCLOSE PROOF]</td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td></td>
<td>[IF YES ANSWER PART B:3 BELOW ]</td>
<td></td>
</tr>
<tr>
<td>1.1.3</td>
<td>SIGNATURE OF BIDDER</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.4</td>
<td>DATE</td>
<td></td>
</tr>
<tr>
<td>1.1.5</td>
<td>FULL NAME OF AUTHORISED REPRESENTATIVE</td>
<td></td>
</tr>
<tr>
<td>1.1.6</td>
<td>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</td>
<td></td>
</tr>
<tr>
<td>1.1.7</td>
<td>TOTAL NUMBER OF ITEMS OFFERED</td>
<td></td>
</tr>
</tbody>
</table>
## PART B
### TERMS AND CONDITIONS FOR BIDDING

<table>
<thead>
<tr>
<th>1. BID SUBMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</td>
</tr>
<tr>
<td>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>1.4. 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.</td>
</tr>
<tr>
<td>1.5. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. TAX COMPLIANCE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</td>
</tr>
<tr>
<td>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</td>
</tr>
<tr>
<td>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</td>
</tr>
<tr>
<td>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</td>
</tr>
<tr>
<td>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td>
</tr>
<tr>
<td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td>
</tr>
<tr>
<td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td>
</tr>
<tr>
<td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td>
</tr>
</tbody>
</table>

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.

**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 two (2) copies (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: SBD 6.1 and B-BBEE status level certificate

□  □ Annexure D: SBD 7 Contract Form – Purchase of Goods / Works

□  □ Annexure E: SBD8: Declaration of Bidder’s Past Supply Chain Practices

□  □ Annexure F: SBD9: Certificate of Independent Bid Determination
Annexure G: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

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

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

Annexure J: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure K: General Condition of Contract

Annexure L: 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.

1.17 **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 27.5 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**
Any queries pertaining to this tender be it technical or general must be directed to:-
DBSA Supply Chain Management Unit
Email: sarojm@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.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement of tender</td>
<td>24TH JANUARY 2020</td>
</tr>
<tr>
<td>RFP document available</td>
<td>27TH JANUARY 2020</td>
</tr>
<tr>
<td>Briefing Session date and time</td>
<td>4TH FEBRUARY 2020</td>
</tr>
<tr>
<td>RAY NKONYENI LOCAL MUNICIPALITY OFFICES</td>
<td></td>
</tr>
<tr>
<td>Address: 10 Connor Street, Port Shepstone.</td>
<td></td>
</tr>
<tr>
<td>Time: 11h00 PROMPTLY</td>
<td></td>
</tr>
<tr>
<td>Closing date for tender enquiries</td>
<td>13TH FEBRUARY 2020</td>
</tr>
<tr>
<td>Closing date and time</td>
<td>20TH FEBRUARY 2020 @ 11H00 (DBSA)</td>
</tr>
<tr>
<td>1258 LEVER ROAD, HEADWAY HILL,</td>
<td>TBA</td>
</tr>
<tr>
<td>MIDRAND – WELCOME CENTRE</td>
<td>TBA</td>
</tr>
<tr>
<td>Intended completion of evaluation of tenders</td>
<td>TBA</td>
</tr>
<tr>
<td>Intended formal notification of successful Bidder(s)</td>
<td>TBA</td>
</tr>
<tr>
<td>Signing of Service Level Agreement</td>
<td>TBA</td>
</tr>
<tr>
<td>Effective date</td>
<td>TBA</td>
</tr>
</tbody>
</table>

5. **SUBMISSION OF TENDERS**
5.1 Hardcopies of Tenders are to be submitted to:

<table>
<thead>
<tr>
<th>Physical Address of Tender Box</th>
<th>Development Bank of Southern Africa Welcome Centre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1258 Lever Road Midrand</td>
</tr>
<tr>
<td>Hours of access to Tender Box</td>
<td>Monday to Friday: 08h00 to 16h30</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------</td>
</tr>
</tbody>
</table>
| Information to be marked on package containing Tender | DBSA SCM Unit  
RFP Ref. No. 259/2019  
Name of Bidder  
For Attention: Saroj Moodley  
Indicate whether envelope pertains to “Pre-Qualifying Criteria and Functional/Technical Assessment”; or “Pricing” |

5.2 Bidders are to provide one (1) original and one (1) electronic (PDF) copy of the Bid.

5.3 **Note:** This Tendering Process will use a two envelope system i.e. Bidders must submit the Pre-Qualifying Criteria and Functional Proposal, including SBD’s and supporting documents in one envelope (together with relevant copies) and Pricing proposal in a separate envelope (together with the relevant copies). **BOTH ENVELOPES MUST BE CLEARLY MARKED.**

**Note:** No price and/or rates must be included in the Functional/Technical Proposal as this will result in disqualification. No SBD’s and B-BBEE Certificates are to be included in the Pricing Proposal.

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 AMPENDMENTS 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 into 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.

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 sarojm@dbsa.org

12.2 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).

12.3 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.

12.4 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.

12.5 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).

12.6 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 escalated 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)

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 regards 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 All Bidders must submit their original and valid B-BBEE status level verification certificate or original certified copy, or original 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 **Qualification – evaluation of compliance with Pre-Qualifying Criteria**

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

27.1.2 **First stage – functional evaluation**

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score 70 points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. The functional evaluation will include a presentation by the Bidders.

27.1.3 **Second stage – price and preferential points**

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

27.1.3.2 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 Pre-Qualifying Criteria and Functional 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.

1. Responsiveness

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

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Prequalifying Criteria</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Adherence in submitting Tender as two stage envelope (Functionality &amp; Price in the case of Functionality requirement)</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>2. Attendance register for Compulsory Briefing session.</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>3. Proof of Registration with a recognized professional body/ institution, relevant to tender requirement</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>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:</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>Tender Requirement</td>
<td>Compliant</td>
<td>Not compliant</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
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<td>---------------</td>
</tr>
<tr>
<td>Administrative Responsiveness</td>
<td></td>
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<tr>
<td>Whether all Returnable Documents were completed and returned with the Tender</td>
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<tr>
<td>Submission by the Closing Time</td>
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<tr>
<td>Whether the Tender Proposal contains a price offer (and separated) - if applicable</td>
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<tr>
<td>The tenderer confirms that it has put in place specifically for the purpose of</td>
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<tr>
<td>this tender, professional indemnity insurance cover (which cover is effective</td>
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<tr>
<td>from not later than the closing date of this tender) issued by a reputable insurer</td>
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<tr>
<td>of an amount of not less than R4 million in respect of a claim without limit to</td>
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<tr>
<td>the number of claims. In the case of a Joint Venture, Consortium or Association,</td>
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<tr>
<td>the lead party must have met this minimum requirement. (Proof to be submitted)</td>
<td></td>
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</tr>
</tbody>
</table>

27.4 **First Stage: Functional Criteria**

27.4.1 Only those Bidders which score 70 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.

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

2. **Evaluation Criteria**

2.1 **Allocation of Points**

Only those tenderers who achieve the minimum qualifying score of 70 points will have their tender submissions further evaluated in terms of the 80/20 preference points system as prescribed by the latest Preferential Procurement Policy Regulations.

2.1.1 Tenderers will first be evaluated for quality and only those who achieve the minimum qualifying score for quality will have their tender submissions further
evaluated for financial offer and preference in terms of the preference points system;

2.1.2 All prices must be quoted in South African Rand (ZAR);

2.1.3 Bidders are requested to separately provide a detailed cost breakdown of all activities which are involved in preparing the project as indicated in the project scope. Failure to provide this information will invalidate the RFP response on the basis of incompleteness;

2.1.4 The DBSA reserves the right to accept the proposed additional items/activities.

2.2 Disqualification criteria

The DBSA reserves the right to disqualify any Tenderer who falls within any one or more of the following:

2.2.1 Tenderers who submit incomplete information and documentation which are required by this Tender.

2.2.2 Tenderers who submitted information that is fraudulent, factually untrue or inaccurate, e.g. non-existent professional memberships, false or forged BBBEE credentials, etc.

2.2.3 Tenderers who received information not available to other Tenderers through fraudulent means.

2.2.4 Tenderers who do not comply with other requirements of the Tender document.

2.2.5 Tenderers who submit their responses after the stipulated submission date or time.
2.3 Evaluation Criteria that are scored

A

**Technical scorecard**

<table>
<thead>
<tr>
<th>Key Resource</th>
<th>Minimum Qualification for each key resource</th>
<th>Maximum points</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Experience / track record of the key resources/no of years registered</strong></td>
<td></td>
<td>30</td>
<td>30</td>
</tr>
</tbody>
</table>
| **Project Director & Team Leader:** | Registered Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). Must have electrical engineering experience in infrastructure services provision, Tariff adjustments and applications, Tariff Review and Structuring for trading services and Cost of Supply. | Excellent: 5 Projects and above = 10  
**Good:** 4 projects = 8  
**Acceptable:** 3 projects = 6  
**Poor:** 2 projects = 4  
**Non-responsive:** 1 project = 0 | 10 | 10 |
| **Electrical Engineer:**      | Professional registration as a Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have electrical engineering experience in: Planning, design, project preparation, and project management of electrical | Excellent: 3 projects and above = 8  
**Good:** 2 projects = 6  
**Acceptable:** 1 project = 4  
**Non-responsive:** 0 project = 0 | 8 | 8 |
<table>
<thead>
<tr>
<th>Role</th>
<th>Requirements</th>
<th>Years of Experience</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial Expert:</strong></td>
<td>Registered Professional Financial Expert with an appropriate degree in</td>
<td>Excellent: 3 Years and above = 5</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Accounting/ Auditing or Financial Management or Public/Business Management.</td>
<td>Good: 2 Years = 4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Professional membership with the South African Institute of Chartered Accounts (SAICA) or the Chartered Institute of Government Finance Audit and Risk Officers (CIGFARO)</td>
<td>Acceptable: 1 year = 3</td>
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<tr>
<td></td>
<td></td>
<td>Non-responsive: 0 years = 0</td>
<td></td>
</tr>
<tr>
<td><strong>Town Planner (Municipal infrastructure):</strong></td>
<td>Registered Professional Planner in terms of the Planning Professions Act,</td>
<td>Excellent: 3 Years and above = 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>2003. Must have experience in development planning in the municipal/public</td>
<td>Good: 2 years = 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>environment</td>
<td>Acceptable: 1 Year = 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-responsive: 0 years = 0</td>
<td></td>
</tr>
<tr>
<td><strong>Legal Advisor:</strong></td>
<td>Bachelor's degree in Law (LLB). Must be registered as an attorney by the Law Society of South Africa.</td>
<td>Excellent: Years 3 and above = 3</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Should preferably have</td>
<td>Good: 2 years = 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Acceptable: 1 Year = 1</td>
<td></td>
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</tbody>
</table>
experience in contract law in relation to the delivery of infrastructure programmes and projects (experience in developing agreements and contracts / on public / private sector infrastructure delivery or any municipal related programmes and projects).

| Non-responsive: | Years = 0 | 3 |

B

<table>
<thead>
<tr>
<th>Technical scorecard</th>
<th>Scoring (for whole or each sub-element where applicable)</th>
<th>Maximum points</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical proposal</td>
<td>B 1 Experience / track record of the tendering entity in executing work of similar nature</td>
<td>30</td>
<td>30</td>
</tr>
</tbody>
</table>

| B1.1 Tenderer has completed work in 1. The development and implementation of the revenue enhancement programme for ALL or any one category of the Engineering Services (e.g. Water, Sewer and Electricity) 2. Tariff Review and Structuring for trading services 3. Security of Supply Study | Excellent: 5 Projects and above = 30 Good: 4 projects = 20 Acceptable: 3 Projects = 10 Poor: 2 projects = 5 Non-responsive: 1 Project = 0 | 30 | 30 |

C

<table>
<thead>
<tr>
<th>Approach Methodology and Skills proposed</th>
<th>40</th>
</tr>
</thead>
</table>

| C1 The Tenderer clearly articulates on the requirements of the project’s Scope of Works (SOW), provides in-depth understanding of the | Excellent: = 40 | 40 | 40 |
objectives and how they will be realized. The approach clearly details how the objectives will be met, which particular human resources for the identified respective infrastructure service will be used including the project governance, organogram, Professional Registration and relevant experience.

The tenderer articulates on the requirements of the project's SOW, provides understanding of the objectives and how they will be realized. The approach details how the objectives will be met, provides 90% of particular human resources required for the identified respective infrastructure service to be used including the project governance organogram, their qualifications Professional Registration and relevant experience.

The tenderer has covered significant areas of the requirements of the project's SOW, provides a generic understanding of the objectives and how they will be realized. The approach does not adequately detail how the objectives will be met, provides 70% of particular human resources required for the identified respective infrastructure service and a corresponding project governance organogram, their qualifications Professional Registration and relevant experience.

| Good = 30 |
| Acceptable = 20 |
organogram, their qualifications, Professional Registration and relevant experience.

The Tenderer has provided poor understanding of the project's SOW, failed to articulate the desired outcome of the project and how they will be realized. The approach poorly details how the objectives will be met, provides 40% of human resources required for the identified respective infrastructure service and a corresponding project organogram, their qualifications, Professional Registration and relevant experience.

No response. Failed to address the understanding of the projects scope of Works and objectives, Proposed Methodology and Approach and project governance.

<table>
<thead>
<tr>
<th>Poor = 10</th>
<th>Non-responsive: = 0</th>
</tr>
</thead>
</table>

| Total points | 100 |
| Minimum threshold for Functionality | 70 |
EXPERIENCE OF THE TENDERER'S PROPOSED KEY EXPERTS

The tenderer shall provide information in respect of the key personnel who will be engaged on the contract by completing this schedule.

(a) The tenderer must consult the Tender Documentation which indicates the list of minimum key personnel required as well as qualifications (tender data page 16).

(b) All the key staff shall be proficient in the use (both verbal and written) English language.

(c) In addition to the Personnel Schedule, the Tenderer shall also provide a Contract project organisational chart showing the team composition for each activity/phase/stage giving the team member names (only key team members need be included by name), position on team, and reporting relationship to other team members.

(d) Key professional staff of the tenderer should be permanently employed forming part of the Tenderer or have an extended and stable working relationship with the applicable Bidder. In addition, the staff should be readily available to the employer for discussions at, typically, less than a week’s notice.

Summary Details of Qualifications and Experience of Tenderer’s Proposed Key Resources / Experts

Table to be completed for the Key Resources.

<table>
<thead>
<tr>
<th>NAME</th>
<th>CURRENT JOB TITLE</th>
<th>QUALIFICATIONS</th>
<th>PROFESSIONAL REGISTRATION &amp; REGISTRATION NR.</th>
<th>RELATED WORK COMPLETED OVER THE PAST 3 YEARS</th>
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<tbody>
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### KEY EXPERT 2:

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<tr>
<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
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### KEY EXPERT 3:

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<tr>
<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
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### KEY EXPERT 4:

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<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
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### KEY EXPERT 5:

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<tr>
<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
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### KEY EXPERT 6:

<table>
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<tr>
<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
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### KEY EXPERT 7:

<table>
<thead>
<tr>
<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
</tr>
</thead>
<tbody>
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### KEY EXPERT 8:

<table>
<thead>
<tr>
<th>Name</th>
<th>Current Job Title</th>
<th>Qualifications</th>
<th>Professional Registration &amp; Registration Nr.</th>
<th>Related work completed over the past 3 Years</th>
</tr>
</thead>
<tbody>
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Note: A CV of each of the proposed team members of not more than 5 pages should be attached to this schedule after the above summary details tables.
EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE

a) The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects within the provision of revenue enhancement planning and management in the municipal environment over the past 3 years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach same to this schedule. The description should be put in the Tables provided below and attached to this schedule

b) Experience of Key Experts: Provide CVs demonstrating experience of the resource where similar assignments were undertaken in the municipal environment over the past 3 years. Tenderers should very briefly describe the experience in this regard in the attached Schedule T2.2.15
Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

T2.2.15

**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 3 YEARS IN:**

**DEVELOPMENT AND IMPLEMENTATION OF THE REVENUE ENHANCEMENT PROGRAMME FOR THE MUNICIPALITY (IES).**

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number and email address</th>
<th>Description of Professional Services Provided in Revenue Enhancement Development and Implementation.</th>
<th>Value of Service provided (inclusive of VAT (Rand))</th>
<th>Date Service Commenced</th>
<th>Date Service Ended</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Respondent:</td>
</tr>
</tbody>
</table>

27.4.3 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 BBBEE. Bidders that do not score 70 points or higher at this stage of the evaluation will not be disqualified.

27.5 **Second Stage: Price and Preferential Points Assessment**

27.5.1 Subsequent to the evaluation of Pre-qualifying Criteria and Functional Criteria, the second stage of evaluation of the Bids will be in respect of price and BBBEE points.

27.5.2 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

27.5.3 **Price points**

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

\[ Ps = 80 \left(1 - \frac{(Pt - Pmin)}{Pmin}\right) \]

Where:

- \( Ps \) = Points scored for comparative price of tender or offer under consideration;
- \( Pt \) = Comparative price of tender or offer under consideration; and
- \( Pmin \) = Comparative price of lowest acceptable tender or offer.
27.5.4 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
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<td>4</td>
<td>12</td>
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<td>5</td>
<td>8</td>
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<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

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.

27.5.5 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.  

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<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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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.

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<th>Comply/Accept</th>
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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.

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<tr>
<th>Comply/Accept</th>
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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 within two working days after the request has been made, otherwise the proposal may be disqualified.

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<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 36.1.5

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<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 36.1.6

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<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 36.1.7

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<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 36.1.8

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<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 36.1.9

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<tr>
<th>By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 36.1.10
Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.

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<th>Compliance</th>
<th>Acceptance</th>
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<tbody>
<tr>
<td>Comply</td>
<td>Do not comply/Do not accept</td>
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### 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.

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<th>Compliance</th>
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<td>Comply</td>
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### 36.1.12
Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.

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<th>Compliance</th>
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<td>Comply</td>
<td>Do not comply/Do not accept</td>
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### 36.1.13
The Bidder should not qualify the proposal with own conditions.

**Caution:** 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.

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<th>Compliance</th>
<th>Acceptance</th>
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<tr>
<td>Comply</td>
<td>Do not comply/Do not accept</td>
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### 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.

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Acceptance</th>
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</thead>
<tbody>
<tr>
<td>Comply</td>
<td>Do not comply/Do not accept</td>
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</tbody>
</table>
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.

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<thead>
<tr>
<th>36.1.15</th>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</thead>
</table>

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<tr>
<th>36.1.16</th>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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<tr>
<th>36.1.18</th>
<th>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</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</table>
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.

36.1.19

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<thead>
<tr>
<th>Bidders who make use of subcontractors:</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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<tbody>
<tr>
<td>1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.</td>
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<tr>
<td>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.</td>
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<tr>
<td>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.</td>
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<tr>
<td>4. Subcontracting must not contradict any Regulation or Legislation.</td>
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<tr>
<td>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.</td>
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</table>

36.1.20

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

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<th>Comply/Accept</th>
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</table>

36.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. 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.

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<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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36.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.

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<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</table>

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.

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</table>
### 36.1.25

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

### 36.1.26

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

### 36.1.27

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

### 36.1.28

| Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.  
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. | Comply/Accept | Do not comply/Do not accept |
|---|---|---|
36.1.29

<table>
<thead>
<tr>
<th>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
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</tr>
</tbody>
</table>

36.1.30

<table>
<thead>
<tr>
<th>The following will be grounds for disqualification:</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 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</td>
<td></td>
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<tr>
<td>• The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 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</td>
<td></td>
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</tr>
<tr>
<td>• Bids received after the stipulated closure time will be immediately disqualified; and/or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature(s) of Bidder or assignee(s)</th>
<th>Date</th>
</tr>
</thead>
</table>
Name of signing person (in block letters)

_____________________

Capacity

_____________________

Are you duly authorized to sign this Bid?

_____________________

Name of Bidder (in block letters)

_____________________

Postal address (in block letters)
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
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Telephone Number: ...........................................FAX number ...........................................

Cell Number: ...........................................

Email Address ............................................................................................................................

PART E
TERMS OF REFERENCE AND PROJECT BRIEF

1. INTRODUCTION

The Development Bank of Southern Africa (DBSA) is one of Africa’s leading Development Finance Institutions (DFIs) in infrastructure financing, planning, project preparation and institutional development for municipal infrastructure. Owned by the Government of South Africa, the DBSA seeks to support the shareholder’s social and economic development imperatives partnering with both the public and the private sectors.

In responding to the shareholder’s imperatives the DBSA is positioned to provide dedicated support to municipalities through the Local Government Support Unit (LGSU) under the Coverage Division which facilitates an integrated delivery approach that includes lending and non-lending services and products offered by the Project Preparation Division, Transacting Division, Infrastructure Delivery Division, Innovation Unit, Investment Support Unit and the Research Unit. In each of these areas there are dedicated skills focused on municipal built infrastructure development supported by the Local Government Support Unit in extending non-lending capacity development including revenue enhancement, project and contract management, and technical advisory support.

The goal of the DBSA is to approach the project in an integrated and multidisciplinary nature. In line with this goal, the DBSA requires the services of a multidisciplinary team of professionals who possess relevant and appropriate skills, including the electrical engineering, finance, town planning, etc. in the area of municipal revenue enhancement and all its associated disciplines to provide proposals for the development and implementation of a Revenue Enhancement Programme in support of the Ray Nkonyeni Local Municipality.

RNLM is situated in the town of Port Shepstone and is strategically located along the N2 National Road. Its strategic location provides accessibility, economic and logistic linkages with both eThekwini Metropolitan area and beyond, as well as the Eastern Cape Province. Port Shepstone is an economic hub and an administrative capital for both the municipality and the entire region within the Ugu District Municipality. In line with its regional economic status, the economic activity and development is concentrated in the Port Shepstone area. However, due to the old existing electricity infrastructure, (between 30 to 50 years old) electricity distribution network system is
constrained, and as such, RNLM cannot deliver the services reliably and cannot cater for growth and development in the municipal area of supply.
To partly address the above situation, the municipality has requested the DBSA support to undertake revenue enhancement process focusing on the electricity meters and land use/zoning audit, meter management and the tariffs review and restructuring. The DBSA has therefore partnered with RNLM with the intent to assist with the creation of operational efficiencies, and identify and implement the quick wins/low hanging fruits (flowing from the proposed REP) with immediate achievable benefits for the municipalities. The, short, medium to long term solutions for long term sustainability of the municipality will also be mapped out in the completed REP.

It is the minimum requirement that the procured team of a Professional Service Provider should be experienced, skilled and registered with professional body(ies) to be able to execute the scope of work outlined below in the subsequent sections.

2. SCOPE OF WORK
2.1 RAY NKONYENI LOCAL MUNICIPALITY BACKGROUND
2.2 PROJECT OBJECTIVES
2.3 DETAILED SCOPE OF WORK AND EXPECTED DELIVERABLES
2.4 IMPLEMENTATION TIME FRAME
2.5 RISKS AND RISK MITIGATION
2.6 REPORTING
2.7 ACCOUNTABILITY
2.8 LOCATION OF SERVICES
2.9 CONTACT PERSON
2.10 PROJECT STEERING COMMITTEE
2.1 RAY NKONYENI LOCAL MUNICIPALITY BACKGROUND

RNLM is a category B municipality and falls under the Ugu District Municipality (UDM) in KwaZulu-Natal (KZN) Province. It is a newly established municipality, following the amalgamation of Ezinqoleni and Hibiscus Local Municipalities after the 2016 local government elections. Ugu is a Water Service Authority (WSA) and Provider for all the local municipalities within its area of jurisdiction. RNLM is a licensed Electricity distributor, supplying electricity to Newton, Mbango, and Mbango Valley, Oslo Beach, Albertville, and Marburg industrial. The rural areas within the municipality are supplied by Eskom.

RNLM’s population at 344 600 in 2017, is growing at an average annual rate of 1.7% since 2011 (312 329), housed in an estimated 90 409 households. However, for the purpose of the proposed Revenue Enhancement Programme, only the areas that fall under the municipality’s area of electricity supply form the project area and a total of 3800 meters along with land use/zoning will be audited.

2.2 PROJECT OBJECTIVES

The project objectives are to develop and implement Revenue Enhancement Programme (REP) for the Ray Nkonyeni Local Municipality specifically to:

i. Conduct electricity meters, metering management and land use/zoning audit.
ii. Review and restructuring of the tariffs.

The expected outputs include the following:

iii. Electricity meters and land usage/zoning audit report.
iv. Cost reflective tariffs structure report.

These will be achieved by undertaking the following steps:

i. Project inception
ii. Stakeholder engagement
iii. Conducting existing situational assessment.
iv. Conducting an audit of the meters, metering management and land use.
v. Review and restructuring of the tariffs.
vi. Implementation of the low hanging fruits /initiatives, within the approved budget and the transfer of skills/training to build the capacity in the electricity trading services.

vii. Identifying and prioritising the short, medium to long-term initiatives/projects to ensure the protection and security of the municipality’s revenue streams.

viii. A consolidated Final Revenue Enhancement Programme Report with fully costed recommendations/interventions/projects, and funding options that the municipality can access for the implementation of the identified priority projects.

2.3 DETAILED SCOPE OF WORK AND EXPECTED DELIVERABLES

The successful PSP is to ensure that they fully engage the stakeholders to ensure that pertinent information is timeously made available. It is the duty of the PSP to escalate any lack of cooperation by the municipality to the DBSA so that bottle necks are timeously unblocked. The sections below outline the project description along with the steps to be undertaken, including the detailed scope of work and the expected deliverables:

2.3.1 Description of Revenue Enhancement Programme

The proposed revenue enhancement programme entails the appointment of a Professional Service Provider (PSP) to undertake the revenue enhancement process, which entails the electricity meter, metering management and land use/zoning audit and the review and restructuring of the tariffs. The services required and the steps to be taken to undertake the REP process are outlined below:

The services required by the Employer from the PSP are essentially multi-disciplinary, including electrical engineering, municipal financial expertise, geo-spatial expertise, town planning, project management and legal expertise which are all necessary for the development and implementation of Revenue Enhancement Programme in the RNLM areas of supply. The appointed PSP is expected to follow the steps below:

i) Project Inception meeting: In which the DBSA will introduce the PSP to the municipality, confirm and approve the contracting arrangements between the Municipality and the DBSA and between the DBSA and the PSP, confirmation of the scope of work as contained in the tender document, which also include the process that will be undertaken to create community awareness, establishment of the PSC and its terms of reference. The inception meeting marks the official starting of the project in which the PSP drafts a Project
Implementation Plan (PIP) that guides the roll out of the project. The PIP will be presented at the 1st PSC meeting for approval by the DBSA and Municipality.

ii) **Stakeholder Engagement and Situational Assessment:** Engage with the relevant stakeholders such as the municipal officials, Department of Energy (DOE), Eskom, NERSA etc. Obtain information and views regarding the tariffs levied on various customers types, customer data and land usage and zonage information, status of the meters, their functionality, meter reading accuracy its quality, billing, revenue collection, debt management, and other relevant and related information.

iii) **Existing Situational Assessment (AS-IS Assessment)**
Obtain all relevant existing information and documentation on customer data and its quality, customer types and their consumption patterns, consumer management, indigent management, information on municipality's systems, policies, by laws and tariff structure along with its cost drivers.

iv) **Electricity Meters and Land use audit:** Confirm and validate the existence and functionality of meters (domestic, commercial and industrial), identifying broken, faulty, and unread meters, meter reading accuracy, accessibility of the meters, mapping the physical location of meters in line with the land use, determining the match between type of meter and usage suitability, ownership of meters versus the number of properties connected, along with state of inactive meters etc. Identifying solutions for systems losses and security requirements.

v) **Prioritising and costing interventions and mapping out different funding sources that the municipality can access.**

vi) **Implementation of the identified low hanging fruits/initiatives/quick wins (within the budget) and transfer of skills to the relevant municipal officials.** The implementable initiatives should be agreed upon with the Municipality and the DBSA and should be of the nature that they will have an impact in the municipality’s revenue improvement.

vii) **Identification and prioritisation of the interventions/projects for the short term, medium to long term,** intended for the protection and security of the municipality’s revenue streams. The cost implications for the prioritised projects will also be mapped out along with the financial options that the municipality can access in order to implement same.

viii) **Consolidation and submission of the final REP report.**
2.3.2 Detailed scope of work and the expected deliverables

The appointed PSP is expected to execute the minimum scope of work and achieve the corresponding deliverables as detailed in table 1 below:
The below Terms and Conditions will be applicable for this RFP: bidders are encouraged to check the below link or to visit [www.cidb.org.za](http://www.cidb.org.za)


Table 1: Detailed Scope of Works and the Expected Deliverables

<table>
<thead>
<tr>
<th>NO</th>
<th>KEY ACTIVITY</th>
<th>SCOPE OF WORK AND DELIVERABLES</th>
<th>OUTPUTS</th>
</tr>
</thead>
</table>
| 1  | Inception meeting & Stake Holder Engagement | (a) Inception meeting in which the appointed PSP will be introduced to the municipality, thereby kick starting the REP process. The PSP will then commence with the compilation of the Project Implementation Plan (PIP) informed by the scope of work to determine the work package and how each work packaged will be rolled out.  
(b) PSP Engage with the relevant stakeholders such as the Municipal staff members, Department of Energy (DOE), National Energy Regulator of South Africa (NERSA), ESKOM, and obtain information and views regarding the tariffs levied on various customer types, customer data and land use and zonal information, status of the meters and the accuracies in the reading of the meters etc.  
(c) Draft terms of reference for the establishment of the PSC discussed. | a) Inception report  
b) Project Implementation Plan (PIP).  
d) PSC Terms of Reference signed off. |
2. **Existing situational/ (AS-IS) assessment**  
   a) The PSP to obtain key and relevant existing information in respect of the existing revenue management situation including from the different systems such as billing, investigate and reconcile pertinent information in respect of all properties owned within the boundaries of the municipality.

3. **Tariff Review and restructuring thereof.**  
   a) Ascertain how the municipality base their tariffs in respect of land usage, and zoning and tariffs levied to different categories of the customers.
   
   b) Review service and tariff code structure, tariffs policy and tariffs bands and provide documentary support to the validity and completeness of all billable charges per customer.
   
   c) Analysis of Bulk purchase tariff structure and tariffs levied to customers.
   
   d) Investigate the developed stands with no billing data.
   
   e) Tariff analysis, to compare the customer type to the tariffs being charged with the purpose to highlight whether the following have occurred:

   a) Comprehensive situational analysis/(AS-IS) report, highlighting the areas that need to be considered for the improvement of the situation. The report should include inter alia diagrams, drawings, pictures etc.
|   | Owners of properties not being billed for Electricity services they consume.  
   | Tenants being charged owner specific services.  
   | Business consumers being charged domestic tariffs.  
   | Domestic consumers being charged business tariffs.  
   | Application of Free basic electricity service.  
   | Free basic electricity services being applied in areas where there should be no free services.  
   | Cost of service analysis and review tariff structure or appropriateness in terms of the customer type, usage in line with the land use etc., taking into account all costs including best practice operations and maintenance (O&M).  
   | Residential properties operating as business but not zoned as business and are being charged residential tariffs.  
   | Investigation of the customers that are charged flat rate and the cost/revenue losses implications emanating from such flat rate charges.  
   | Identification of the gaps and Proposal of a suitable tariff structure to close the gaps for various types of consumption.  
| 4. Electricity Metering and land use audit of 3800 meters/stands. | (a) For each registered stand and meter, the following information will need to be collected and/or verified with a clear date and time of such verification:  
   | Stand /ERF details. | A comprehensive audit report with findings and remedial action to close |
- Electricity Connection Status and number of connections.
- Meter Serial Number for each metered connection.
- Primary Stand Use - residential, institutional, commercial, industrial etc.
- Stands/Erfs that are not connected and are not metered.
- Stands/erf that are not serviced.
- The accessibility, functionality of the meters, including illegal connection and meter tampering, along with inactive meters,
- Meter reading accuracy, the linkage and alignment of the billing system with property/land information and GIS system etc.
- Lifespan of the meters and the appropriateness of the metering technology used.
- Connection Type (three phase or single phase) and appropriateness for the land use.
- Service Type (post-paid, prepaid)

(b) It is a requirement that the auditor shall perform relevant tests at each property to verify that only the said connection(s) supply electricity to a property and that such connection are appropriately metered.

(c) Investigate consumption patterns in line with approved tariffs and regulations and update the billing system. Categorise land use, validate and the gaps. Amongst others, the following should be highlighted:

a) Database of all the 3800 meters within the municipality with cross validations to stand information.

b) The findings and noting all deficiencies and discrepancies with the existing records (including meter reading information to determine meter reading data accuracy and illegal connections). The billing information should be accordingly updated.

c) Recommendations for optimal metering and meter management for the municipality.

d) Identifying solutions for revenue losses and security requirements.
analyse billing information, update the billing information and bill accordingly.

(d) Analyse the Valuation roll to investigate pertinent information in respect of all properties owned within the boundaries of the municipality to ensure that the following are correctly recorded:
- Name of the registered owner.
- Current usage of the property
- How the property is zoned
- Size of the property
- Land and improvement value of the property.
- The application of the tariffs, in line with the land use and type of customer.
- The alignment to each customer and within the system, linking each meter to an erf and owner, linkages to the land use information and recommending updating of the billing system.
- Availability of capacity for meter metering management.

e) Credible billable customer information/list.

5. Short to Medium and Long-Term Initiatives identified in the REP and the transfer of skills to a) The PSP to assist the municipality identify short/medium/long term initiatives in line with the budgetary adjustments. The Initiatives to be implemented should be agreed upon by the municipality and the DBSA and these should assist the municipality to improve their revenue generation.

a) Accurate and credible customer billing data along with the application of appropriate tariffs leading to improvement in billing and collections.
| **relevant Municipal Officials** | **b) Identify and prioritize the short, medium to long-term interventions/projects that will assist the municipality to protect and secure their revenue streams.**  
  
  **c) Determine the cost of the identified interventions/projects and model financial options that the municipality can access in implementing the identified interventions/projects.**  
  
  **d) Skills transfer to the relevant municipal officials throughout the revenue enhancement process.** | **b) Short, medium to long terms solutions report together with cost implications and various funding options that can be accessible to the municipality for the implementation of the prioritized interventions flowing from the REP.**  
  
  **c) Skills transfer/capacity building report/programme/training manual.** |
|---|---|---|
| **6. A final consolidated REP and close out Reports** | **Compilation of a final consolidated REP and close out reports and presenting at the PSC and Council meetings.** | **a) Revenue Enhancement Report with recommendations, cost implications for the prioritised interventions/projects and funding options that can be accessed by the municipality.**  
  
  **b) Close Out Report** |
2.4 IMPLEMENTATION TIMEFRAME:

It is envisaged that it will take 10 months to develop and implement (the low hanging fruits/interventions) a REP with recommendations/initiatives/projects that are implementable over a short, medium- and long-term period. The appointed PSP will assist the municipality with the implementation of the low hanging fruits/initiatives with immediate benefits. The cost of the identified and prioritised initiatives along with the various financial options that the municipality can access in order to implement same will be mapped out in the consolidated REP report.

2.4.1 Project Implementation Plan

Within one week after the appointment, the successful Professional Service Provider will be required to provide a Project Implementation Plan (PIP) for the duration of the project. The PIP among others will include the activities that are listed in the scope of work including brief description and individual duration for each milestone, and this shall not exceed the total contract period. A schedule of submission of each part of the scope of work must also be included in the plan.

Furthermore, the Professional Service Provider will be required to provide the progress and final payments schedule that will be aligned to the implementation plan deliverables / milestones.

2.4.2 Monthly Progress Reports

The successful Professional Service Provider will be required to provide regular progress reports in accordance with the stipulated timeframes. Progress Report must give a summary of the following information:

i. Amount of time spent by each project team member on a specific task;
ii. Total amount of time and cost to date;
iii. Time cost since the previous report;
iv. Percentage of work completed per specific task and the overall percentage completion;
v. Other information that will be determined by either PSC or Service Provider;
vi. Risks and mitigations;
vii. Workshopping the PSC members and soliciting comments and inputs;
viii. Capturing the lessons learnt and presentation of the finding to Council.

2.4.3 Stakeholder Consultations

The successful PSP is to ensure that they fully engage the stakeholders in order to ensure that any information that will assist on the development and implementation of the Revenue Enhancement Programme for Ray Nkonyeni Local Municipality is made available.

2.5 RISKS AND RISK MITIGATION RISKS

The PSP is responsible for the identification of relevant risks to the project and is expected to take steps to mitigate these risks in their proposal. These may include:

a) Lack of sufficient preparatory work by the key stakeholders.
b) Insufficient stakeholder involvement and support.
c) Delays in obtaining information and lack of input on draft documents submitted for comment and inputs from relevant key stakeholders.
d) Change of scope.

2.6 REPORTING

The PSP will report directly to the Project Leader/Manager of the DBSA the progress, challenges and the final reports will be submitted to Project Leader/Manager and the municipality via the Project Steering Committee (PSC). All interim progress reports will be presented and discussed in the PSC between the Service Provider, stakeholders and role-players in the manner shown in the Table 2 below:

**Table 2: Schedule of Report Submissions and Meetings**

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Time frame</th>
<th>Stakeholder/Role-player</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>An initial Project Briefing /Inception meeting between the appointed Service Provider, DBSA &amp; RNLM</td>
<td>One week after appointment</td>
<td>PSC (DBSA, RNLM, PSP)</td>
</tr>
</tbody>
</table>
2. Project Implementation Plan (PIP).

<p>| | | | |</p>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Project Implementation Plan (PIP).</td>
<td>One week after appointment</td>
<td>PSC (DBSA, RNL, PSP)</td>
</tr>
<tr>
<td>4</td>
<td>Progress Reports on milestones achieved.</td>
<td>On a monthly basis</td>
<td>PSC (DBSA, RNL, PSP)</td>
</tr>
<tr>
<td>5</td>
<td>Final REP</td>
<td>One month prior to completion</td>
<td>PSC (DBSA, RNL, PSP)</td>
</tr>
<tr>
<td>6</td>
<td>Completion and Close Out Report</td>
<td>End of contract completion date</td>
<td>PSC (DBSA, PSP, RNL, M.)</td>
</tr>
</tbody>
</table>

2.7 ACCOUNTABILITY

During the execution of this contract, the successful Service Provider will be required to work closely with the Municipality’s relevant department’s staff and DBSA – Project Leader. The PSP will report to the PSC in accordance with meeting schedule as provided in the Table 2 on paragraph 2.6, above and any others that the Service Provider will deem necessary for the execution of the project.

2.8 LOCATION OF THE SERVICES

The Professional Services Provider is expected to provide the services in Ray Nkonyeni Local Municipality within the Ugu District Municipality (UDM) in KwaZulu-Natal Province.
SITE INFORMATION

2.9 CONTACT PERSON

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to sarojm@dbsa.org and the tender reference number is to be quoted.

2.10 PROJECT STEERING COMMITTEE

Project Steering Committee (PSC) to be established in order to provide governance to the Project, promote effective cooperation between the parties, secure the involvement of key stakeholders, and to provide a forum for monitoring progress. The Terms of reference to be developed and adopted at the first sitting of the committee.

2.10.1 Functions of the PSC

This is to provide oversight for the operational issues associated with the provision of Revenue Enhancement Support to the municipality of Ray Nkonyeni. The PSC is responsible for monitoring projects budget, progress, benefits realized and monitoring risks, quality and timeliness of delivery. The PSC`s scope in terms of its functions is further elaborated below.
2.10.2 Role of the PSC

These include the following:

a) Provide oversight on the implementation of the Programme, the associated project and on the achievement of outcomes.

b) Ensure the project scope aligns with the requirements of the stakeholder groups.

c) Provide guidance on project operational issues.

d) To co-ordinate and manage the implementation of the agreement.

e) To identify potential risks arising from the implementation of the programme and agree on mechanisms to mitigate such risks.

f) Ensure effort, expenditure and outcomes are appropriate to stakeholder expectations.

g) Address any issue that has major implications for the Programme and projects.

h) Monitor project scope and manage programme scope changes.

i) Reconcile differences in opinion and approach, and resolve disputes arising from them.

j) Make recommendation to the stakeholders for decision making.

k) Monitor compliance to legislation and regulations in projects implementation.

l) Monitoring and evaluating programme implementation and progress (both physical and financial).

m) Providing guidance in addressing challenges/bottlenecks as they arise.

n) Oversee programme closure.

o) Approval and endorsements of completed milestones/deliverables for payments.

10.3 General Administration of the PSC

10.3.1 Membership

The PSC shall be comprised of:

a) Delegated representatives from Ray Nkonyeni Local Municipality (RNLM)

b) Delegated representatives from the Development Bank of Southern Africa (DBSA)

c) Key members from the appointed Professional Service Provider (PSP).

Further, the PSC will coopt other members as they see fit. The following will be invited to the PSC as may be required; Invited representatives relevant Sector Departments.

a) Other relevant representatives designated by the RNLM.

b) Representatives from the appointed professional services provider’s project team.

c) Representatives from the appointed project manager’s project team.
10.3.2 Convener / Chairperson and the Secretariat

The chairperson will be provided by RNLM while the Secretariat functions will be provided by the PSP.

10.3.2.1 Convener/Chairperson

The Municipal Manager, or in his absence, the Executive Technical Director/Chief Financial Officer of the RNLM will be the convener and Chairperson of the PSC meetings. If the designated Chair is not available, then any official from the CFO's office or the Technical Director's office (referred to as the Acting Chair) as delegated by the Chairperson will be responsible for convening and conducting the meeting.

10.3.2.2 Secretariat

The Secretariat will inter alia provide the following functions:

a) Prepare and circulate the minutes for comments and inputs. Provide full copies of the minutes, including attachments to all the PSC members.

b) Keep comprehensive records of all the deliberations and decisions of the PSC.

c) Distribute copies of the meetings minutes for consideration and ultimately approval by the Chairperson, the designated representatives from the DBSA and the PSP.

d) Prepare and finalise the minutes containing the proceedings and resolutions of the meetings which shall be signed by the Chairperson of the PSC, designated representatives of the DBSA and the PSP.

All proceedings and resolutions adopted at a meeting shall be recorded as Minutes taken at that particular meeting. These Minutes shall be signed by the Chair and witnessed by the DBSA and the PSP. The PSP shall provide secretariat support, by assisting in the recording, compiling and distributing Minutes and other related documents.

10.4 Language and Communication Formats

English will be the preferred language for all dealings of the PSC. The format of communication of the PSC shall be by email messages, faxes, and letters. Correspondence requiring approvals shall be by fax, email or letter. Reports submitted to the Parties shall be in both hard print and soft computer copy written in software that is used by the Municipality.
10.5 PSC Meeting Agenda

10.5.1 All PSC meeting agenda items must be forwarded to the Chairperson or the secretariat support by close of business seven (7 no.) working days prior to the next scheduled meeting.

10.5.2 The PSC agenda with attached meeting documents will be distributed at least 5 working days prior to the next scheduled meeting. The Chairperson has the right to list an item on the formal agenda, but members may raise an item under ‘General / Other Business’ if necessary and as time permits.

10.6 PSC Meeting Minutes and Meeting Documents

The following administrative requirements apply:

10.6.1 The format of the PSC minutes shall be agreed at the first meeting of the PSC.

10.6.2 A schedule of PSC meetings to be discussed and agreed at the first PSC meeting and shall form part of all the meeting minutes.

10.6.3 The minutes of each PSC meeting will be prepared by the office of the PSP.

10.6.4 Full copies of the minutes, including attachments, shall be provided to all PS members no later than 10 working days following each meeting.

10.6.5 By agreement of the PSC, out-of-session decisions will be deemed acceptable upon agreement of the RNLM and the DBSA representatives.

10.6.6 Where agreed, all out-of-session decisions shall be recorded in the minutes of the next scheduled PSC meeting.

10.6.7 The Minutes of each PSC meeting will be monitored and maintained by both the RNLM and the DBSA as a complete record as required under the respective document management provisions of both organisations.

10.7 Frequency of Meetings

10.7.1 The PSC shall meet monthly on a date to be advised by the Chairperson in line with the Meeting Schedule to be agreed at the first meeting of the PSC.
10.7.2 Additional meetings outside of the scheduled meeting dates may be convened as circumstances may arise.

10.8 Proxies to Meetings

10.8.1 Members of the PSC shall nominate a proxy to attend a meeting if the member is unable to attend. The Chairperson will be informed of the substitution at least three (3 no.) working days prior to the scheduled meeting.

10.8.2 The nominated proxy shall have voting rights at the attended meeting. The nominated proxy shall provide relevant comments/feedback, of the PSC member they are representing, to the attended meeting.

10.9 Quorum Requirements

10.9.1 A meeting quorum shall have been formed if 50% of the PSC members plus one member are in attendance for the recommendations or resolutions to be valid.

10.9.2 The quorum must contain a representative/s from the DBSA, RNLM and PSP.

10.10 Governing Law

The establishment and functioning of the PSC shall be governed by and interpreted in accordance with the Grant Agreement between RNLM and DBSA, the contract between the DBSA and the PSP, along with substantive laws of the Republic of South Africa.

10.11 Confidentiality and Publicity

Any confidential information obtained by any of the PSC members, or arising from the implementation of the Grant Agreement, shall be treated as confidential by the Party receiving it and shall not be used, divulged or permitted to be divulged to any person not being a Party to the PSC, without the prior written consent of the PSC.

10.12. Dispute Resolution

The resolution of the disputes between the parties shall be modelled along the dispute resolution mechanism agreed upon by all parties.
10.13 PSC Life Span

The PSC will be in existence until the completion of the RNLM Revenue Enhancement Support Programme covered by the Project Implementation Plan (PIP).

The Project Steering Committee shall meet every month and shall be held at the municipal offices.
Annexure A

Price proposal

(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)

This template must be completed in full and included as Annexure A to Pricing Proposal submitted.

Failure to complete this form (in respect of items 1 to 7 below) in full may result in the disqualification of the Bid.

This assignment will be based on a lump sum (fixed price) contract in ZAR Rands. Bidders are required to price total contract price using the following table:

<table>
<thead>
<tr>
<th>ID</th>
<th>SCOPE OF WORK / KEY DELIVERABLE(S) -</th>
<th>FEE BASIS</th>
<th>DURATION (Maximum)</th>
<th>TOTAL PROFESSIONAL FEE FOR SCOPE OF WORK (Excl. VAT) (Rand)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project inception, Stakeholder engagement and Compilation of the Project Implementation Plan (PIP).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Data collection, conducting existing situational assessment and compilation of AS-IS report.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Conducting an audit of the meters, metering management and land use.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Review and restructuring of the tariffs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Identification of the short, medium to long term initiatives/projects, that will ensure the protection and security of the municipality’s revenue streams and the transfer of skills to relevant municipal officials.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>A consolidated Final Revenue Enhancement Programme Report with fully costed recommendations/interventions/projects and funding options that the municipality can access.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Project Closure</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note: The Tenderer is to attach a breakdown of the total proposed fee per deliverable to this page. The breakdown is to clearly indicate the scope of work or key deliverable, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work.

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>DESCRIPTION</th>
<th>TOTAL PROPOSED FEES/COSTS (RANDS) [Excl. VAT]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-Total of Proposed Fees (Excl. VAT) -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT @15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Proposed Fee (Incl. VAT) –</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

****** prices quoted are inclusive of all costs, Professional fees including disbursements (travel, accommodation, printing and stationery and any relevant administrative work)

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract Document upon which my/our tender for RFP259/2019

SIGNED ON BEHALF OF TENDERER:____________________________

Date:____________
Annexure B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder²):

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.

¹“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.

"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 presently employed by the state? YES / NO

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 the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

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

(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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

May 2011
Annexure C

SBD 6.1

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.


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 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:

(e) Price; and

(f) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>
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:

80/20 or 90/10

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

Where

- \( Ps \) = Points scored for price of bid under consideration
- \( Pt \) = Price of bid under consideration
- \( P_{\text{min}} \) = 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

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)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

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

OR

<table>
<thead>
<tr>
<th>Any EME</th>
</tr>
</thead>
</table>
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

[CHECK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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

8.6 COMPANY CLASSIFICATION

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

[CHECK 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.

<table>
<thead>
<tr>
<th>WITNESSES</th>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>........................................</td>
</tr>
<tr>
<td>2.</td>
<td>........................................</td>
</tr>
</tbody>
</table>

DATE: ........................................
ADDRESS: ........................................

(PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)................................. In accordance with the requirements and specifications stipulated in bid number......................... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Technical Specification(s);
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)………………………………………….
CAPACITY…………………………………………
SIGNATURE……………………………………
NAME OF FIRM……………………………………
DATE…………………………………………

WITNESSES
1. …………………
2. …………………

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………. in my capacity as…………………………………………………………………………………. accept your bid under reference number …………………dated………………for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>BRAND</th>
<th>DELIVERY PERIOD</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
</table>

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

SIGNED AT ........................................... ON ..........................................

NAME (PRINT) ........................................

SIGNATURE ...........................................

OFFICIAL STAMP

WITNESSES

1. ........................................
2. ........................................

Annexure E

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). 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.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Annexure F

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids 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). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

---

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

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

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:___________________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

SBD 9

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

SignatureDate

Position Name of Bidder
Annexure G

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

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

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

Bidders are required to include, as Annexure J 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.
Annexure K

[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 ACQUAINTED 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:

<table>
<thead>
<tr>
<th>Item</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Bidder familiar with the General Conditions of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>prescribed by the National Treasury?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure L

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.

CSD Registration Number:

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
Free Post: Free Post KZN 665 | Musgrave | 4062
SMS: 33490