**REQUEST FOR PROPOSALS**

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

<table>
<thead>
<tr>
<th><strong>BID NUMBER:</strong></th>
<th>RFP013/2019</th>
</tr>
</thead>
</table>
| **COMPULSORY BRIEFING SESSION DATE AND VENUE** | 10\(^{th}\) FEBRUARY 2020 @ 14H00  
DBSA  
1258 LEVER ROAD, HEADWAYHILL, MIDRAND |
| **CLOSING DATE:** | 24\(^{th}\) FEBRUARY 2020 (ADVERT: 31/01/2020) |
| **CLOSING TIME:** | 11H00 |
| **PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:** | 90 Days |
| **DESCRIPTION OF BID:** | Appointment of Professional Service Providers (PSPs) for the – To support the DBSA with Project Management Resources for the executing of its Local Government support mandate and Project Management Unit initiative |
| **BID DOCUMENTS DELIVERY ADDRESS:** | DEVELOPMENT BANK OF SOUTHERN AFRICA WELCOME CENTRE  
1258 LEVER ROAD  
MIDRAND  
FOR ATTENTION: SAROJ MOODLEY |
| **NAME OF BIDDER:** | |
| **CONTACT PERSON:** | |
| **EMAIL ADDRESS:** | |
| **TELEPHONE NUMBER:** | |
| **FAX NUMBER:** | |
| **BIDDER’S STAMP OR SIGNATURE** | |
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The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.  
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:  

TollFree : 0800 20 49 53  
Email : dbsa@whistleblowing.co.za  
Free Post : Free Post KZN 865 | Musgrave | 4062  
SMS : 33490
PART A
INVITATION TO BID

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

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>RFP013/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPULSORY BRIEFING SESSION:</td>
<td>DEVELOPMENT BANK OF SOUTHERN AFRICA</td>
</tr>
<tr>
<td>VENUE DATE AND TIME:</td>
<td>10th February 2020</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>24th February 2020</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>11:00am</td>
</tr>
</tbody>
</table>

DESCRIPTION: Appointment of Professional Service Providers (PSPs) to support the DBSA with Project Management resources for the executing of its Local Government support mandate and Project Management Unit initiative

The successful Bidders will be required to conclude a Service Level Agreements 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.

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

### 1. **BID SUBMISSION**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. 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.

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.

1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. **TAX COMPLIANCE REQUIREMENTS**

2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

### 3. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- **3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?**
  - [ ] YES
  - [ ] NO

- **3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?**
  - [ ] YES
  - [ ] NO

- **3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?**
  - [ ] YES
  - [ ] NO

- **3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?**
  - [ ] YES
  - [ ] NO

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

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*Development Bank of Southern Africa RFP013/2020 PSP FOR SUPPORT WITH PROJECT MANAGEMENT RESOURCES Page 6 of 73*
### 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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tr>
<th></th>
<th></th>
<th>Part A: Invitation to Bid</th>
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<tr>
<td></td>
<td></td>
<td>Part B: Terms and Conditions of Bidding</td>
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<tr>
<td></td>
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<td>Part C: Checklist of Compulsory Returnable Schedules and Documents</td>
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<tr>
<td></td>
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<td>Part D: Conditions of Tendering and Undertakings by Bidders</td>
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<tr>
<td></td>
<td></td>
<td>Part E: Specifications/Terms of Reference and Project Brief</td>
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<tr>
<td></td>
<td></td>
<td>Annexure A: Price Proposal Requirement</td>
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<td>Annexure B: SBD4 Declaration of Interest</td>
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<td>Annexure C: SBD 6.1 and B-BBEE status level certificate</td>
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<td>Annexure D: SBD 7 Contract Form – Purchase of Goods / Works</td>
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<td>Annexure E: SBD8: Declaration of Bidder’s Past Supply Chain Practices</td>
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<td>Annexure F: SBD9: Certificate of Independent Bid Determination</td>
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</tbody>
</table>
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 28.2 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](mailto: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>31ST JANUARY 2020</td>
</tr>
<tr>
<td>RFP document available</td>
<td>31ST JANUARY 2020</td>
</tr>
<tr>
<td>Briefing Session date and time</td>
<td>10TH FEBRUARY 2020 14H00</td>
</tr>
<tr>
<td>Closing date for tender enquiries</td>
<td>17TH FEBRUARY 2020</td>
</tr>
<tr>
<td><strong>Closing date and time</strong></td>
<td>24TH FEBRUARY 2020 @ 11H00</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 1258 Lever Road Midrand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours of access to Tender Box</td>
<td>Monday to Friday: 08h00 to 16h30</td>
</tr>
<tr>
<td>Information to be marked on package containing Tender</td>
<td>DBSA SCM Unit RFP Ref. No. RFP013/2020 Name of Bidder For Attention: Saroj Moodley</td>
</tr>
<tr>
<td></td>
<td>Indicate whether envelope pertains to “Pre-Qualifying Criteria and Functional/Technical Assessment”; or “Pricing”</td>
</tr>
</tbody>
</table>
5.2 Bidders are to provide one (1) original and two (1) hard copies 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. This is a two stage envelop process.

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.

7.2 No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.
8. **ACCURACY OF REQUEST FOR PROPOSAL**

8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

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

9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. **REPRESENTATIONS**

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

28. **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 (To be determined in line with Tender Requirement)</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>4. In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME’s and QSE’s with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>5. Other: Local Content—Service Providers presiding or based in that particular Province</td>
<td>Pre-Qualifier</td>
<td>N</td>
</tr>
</tbody>
</table>
B. Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer will be deemed non-responsive and not be evaluated further.

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Clarification Time</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Standard conditions of tender as required.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>7 Returnable documents completed and signed.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
</tbody>
</table>
| 8 Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report:  
  - Bidder must be fully registered & compliant in order to do business with the DBSA. | 48 hours           | Y                                |
| 9 A valid and active Tax Compliance Status Pin issued by SARS.                          | 48 hours           | Y                                |
| 10 Valid original/ certified letter of good standing (COIDA).                           | 48 hours           | Y                                |
| 11 3 Years Audited Financial Statements, or Financial Statements signed off by an Accountant. | 48 hours           | Y                                |
| 12 Other                                                                                | 48 hours           | Y                                |

Tender Requirement | Compliant | Not compliant

<table>
<thead>
<tr>
<th>Administrative Responsiveness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether all Returnable Documents were completed and returned with the Tender Submission by the Closing Time</td>
</tr>
<tr>
<td>Whether the Tender Proposal contains a price offer (and separated)- if applicable</td>
</tr>
<tr>
<td>The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than R1 million in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement. (Proof to be submitted)</td>
</tr>
</tbody>
</table>

28.1 **First Stage: Functional Criteria**

28.1.1 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.

28.1.2 The Functional Criteria that will be used to test the capability of Bidders are as follows:
### Evaluation Criteria: Project Management Support

<table>
<thead>
<tr>
<th>Evaluation criteria</th>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Documentary Evidence</td>
</tr>
<tr>
<td>1. Proposed Methodology and Approach:</td>
<td></td>
</tr>
<tr>
<td>Details of the proposed methodology and approach that the Tenderer intends to follow with regard to the effective provision of the professional services required in the Full Project management support. Should include a detailed organogram defining the roles and responsibilities of the proposed resources.</td>
<td>Excellent = 60% &lt;br&gt; Acceptable = 35% &lt;br&gt; Unacceptable &lt; 35%</td>
</tr>
<tr>
<td>2. Experience/Track record of the Tendering Entity (Lead Tenderer and Entities in JV, Consortium, Association, etc.) in executing work of a similar nature</td>
<td>Excellent, above 10 projects and above = 25</td>
</tr>
<tr>
<td>Tenderer’s experience and record of accomplishment in providing professional services required in Project management, <strong>N/B: irrelevant projects will not be considered for this Tender. Completion corticates or reference letter must be submitted for proof experience</strong></td>
<td>Good, 3-10 projects = 15 &lt;br&gt; Poor, 0-3 project = 5 &lt;br&gt; Non-responsive, 0 projects = 0</td>
</tr>
<tr>
<td>3. Experience of the Key Experts</td>
<td></td>
</tr>
<tr>
<td>Project Manager Civil Engineering: Professional registration as a Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have civil engineering experience in:</td>
<td>Excellent: Above 10 years = 100% &lt;br&gt; Good: Above 7 years and up to 10 years = 90% &lt;br&gt; Acceptable: Above 4 years and up to 7 years = 70% &lt;br&gt; Poor: Above 2 years and up to 4 years = 40% &lt;br&gt; Non-responsive: 2 years and less = 0%</td>
</tr>
<tr>
<td>- Planning, design, project management of civil engineering infrastructure required in municipal engineering services provision. &lt;br&gt; - must have done Revenue Management and Enhancement Support in municipalities. &lt;br&gt; - Experience on infrastructure project management.</td>
<td></td>
</tr>
<tr>
<td>Project Manager 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:</td>
<td>Excellent: Above 10 years = 100% &lt;br&gt; Good: Above 7 years and up to 10 years = 90% &lt;br&gt; Acceptable: Above 4 years and up to 7 years = 70% &lt;br&gt; Poor: Above 2 years and up to 4 years = 40% &lt;br&gt; Non-responsive: 2 years and less = 0%</td>
</tr>
<tr>
<td>- Planning, design, project preparation, and project management of electrical engineering infrastructure required in municipal engineering services provision. &lt;br&gt; - Infrastructure project management. &lt;br&gt; must have done Revenue Management and Enhancement Support in municipalities</td>
<td></td>
</tr>
<tr>
<td>• Maximum possible score</td>
<td></td>
</tr>
</tbody>
</table>
1. Evaluation Criteria:

1.1 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.

1.1.1 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;

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

1.1.3 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;

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

1.2 Disqualification criteria

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

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

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

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

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

1.2.5 Tenderers who submit their responses after the stipulated submission date or time.
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.

SCHEDULE T2.2.15: 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>KEY EXPERT 1</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Current Job Title</td>
</tr>
<tr>
<td></td>
<td>Qualifications</td>
</tr>
<tr>
<td></td>
<td>Professional Registration &amp; Registration Nr.</td>
</tr>
<tr>
<td></td>
<td>Related work completed over the past 3 Years</td>
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</table>

<table>
<thead>
<tr>
<th>KEY EXPERT 2:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Current Job Title</td>
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<tr>
<td></td>
<td>Qualifications</td>
</tr>
<tr>
<td></td>
<td>Professional Registration &amp; Registration Nr.</td>
</tr>
<tr>
<td></td>
<td>Related work completed over the past 3 Years</td>
</tr>
<tr>
<td>Name</td>
<td>Current Job Title</td>
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<td>-------------------</td>
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<tr>
<td>KEY EXPERT 3:</td>
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<tr>
<td>KEY EXPERT 4:</td>
<td></td>
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<tr>
<td>KEY EXPERT 5:</td>
<td></td>
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<tr>
<td>KEY EXPERT 6:</td>
<td></td>
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</table>
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.
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 this to this schedule. The description should be put in the Tables provided below and attached to this schedule.

**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**

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number and email address</th>
<th>Description of Professional Services Provided</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>
<td></td>
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</tbody>
</table>

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

28.1.3 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 evaluated during the second stage of the evaluation.

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

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

Price points 80
Preferential procurement points 20

28.2.3 **Price points**

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

\[ Ps = 80(1-(Pt-Pmin)/Pmin) \]

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.
28.2.4 **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>
</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>

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.

28.2.5 **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).

29. **STATUS OF BID**

29.1 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.

29.2 A Bid must not be conditional on:

29.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
29.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
29.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
29.2.4 the Bidder obtaining the consent or approval of any third party; or
29.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
29.3 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).

29.4 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.

30. CLARIFICATION OF BIDS

30.1 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.

30.2 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.

31. DISCUSSION WITH BIDDERS

31.1 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.

31.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

31.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

31.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
   31.4.1 conduct a site visit, if applicable;
   31.4.2 provide references or additional information; and/or
   31.4.3 make themselves available for panel interviews.

32. SUCCESSFUL BIDS

32.1 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.

32.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

32.3 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.
33. NO OBLIGATION TO ENTER INTO CONTRACT

33.1 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.

33.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

34. BIDDER WARRANTIES

34.1 By submitting a Bid, a Bidder warrants that:

34.1.1 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;

34.1.2 it did not use the improper assistance of DBSA’s employees or information unlawfully obtained from them in compiling its Bid;

34.1.3 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;

34.1.4 it accepts and will comply with the terms set out in this RFP; and

34.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

35. DBSA’S RIGHTS

35.1 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:

35.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;

35.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

35.1.3 vary or extend any time or date specified in this RFP

35.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
35.1.5 require additional information or clarification from any Bidder or any other person;  
35.1.6 provide additional information or clarification;  
35.1.7 negotiate with any one or more Bidder;  
35.1.8 call for new Bid;  
35.1.9 reject any Bid received after the Closing Time; or  
35.1.10 reject any Bid that does not comply with the requirements of this RFP.

36. GOVERNING LAWS

36.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.  
36.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.  
36.3 All Bids must be completed using the English language and all costing must be in South African Rand.

37. MANDATORY QUESTIONS

37.1 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.

37.1.1

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

37.1.2

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>
37.1.3
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.  

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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37.1.4
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.  

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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37.1.5
In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.  

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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37.1.6
In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.  

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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37.1.7
The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.  

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</table>
### 37.1.8
Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.

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

### 37.1.9
By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.

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

### 37.1.10
Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.

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

### 37.1.11
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.

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

### 37.1.12
Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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### 37.1.13
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.

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</table>
37.1.14

<table>
<thead>
<tr>
<th><strong>Delivery of and acceptance of correspondence between the DBSA and the Bidder</strong></th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
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</table>

37.1.15

<table>
<thead>
<tr>
<th><strong>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.</strong></th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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37.1.16

<table>
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<tr>
<th><strong>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.</strong></th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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37.1.17

<table>
<thead>
<tr>
<th><strong>Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing,</strong></th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</table>
36.1.18

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 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

<table>
<thead>
<tr>
<th>Bidders who make use of subcontractors:</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<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>
<td></td>
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</tr>
<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>
<td></td>
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</tr>
<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, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.</td>
<td></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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</tbody>
</table>
### 36.1.20

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

### 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. |
| Comply/Accept | Do not comply/Do not accept |

### 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. |
| Comply/Accept | Do not comply/Do not accept |

### 36.1.23

| If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract. |
| Comply/Accept | Do not comply/Do not accept |
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>
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<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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36.1.25

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.

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<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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36.1.26

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.

<table>
<thead>
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<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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36.1.27

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.

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

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

<table>
<thead>
<tr>
<th>36.1.29</th>
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<table>
<thead>
<tr>
<th><strong>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</strong></th>
</tr>
</thead>
</table>

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.

<table>
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<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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</thead>
</table>
The following will be grounds for disqualification:

- 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
- The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or
- The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or
- 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
- Bids received after the stipulated closure time will be immediately disqualified; and/or
- 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.

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

Signature(s) of Bidder or assignee(s)  
Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (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 & PROJECT BRIEF

SCOPE OF WORKS

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE DBSA WITH THE FOLLOWING ACTIVITIES:

To support the DBSA with Project Management resources for the executing of its Local Government support mandate and Project Management Unit initiative.

1. BACKGROUND

The Development Bank of Southern Africa (DBSA) is one of Africa’s leading development finance institutions 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.

The Bank is positioned to provide dedicated support to municipalities through the Local Government Support Unit (LGSU) under the Coverage Division. The Division facilitates an integrated delivery approach that includes lending and non-lending services and products. The Products are 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, the LGSU supports the municipal built infrastructure development by extending the non-lending capacity development including revenue enhancement, project and contract management, and technical advisory.

2. Introduction

Local Government especially municipalities have faced a myriad of challenges that impact service delivery and financial sustainability. Chief among the challenges include the following:

- **Capex under-spending** as a result of a small pipeline of shovel ready projects.
- **Gross under borrowing** progressively widening the funding gap due to revenue leakage from trading assets and poor revenue collection rates.
- **Deficiency of Implementation & Monitoring Skills** as a result of insufficient technical capacity to plan, prepare and implement projects.
- **Inadequate resources to develop infrastructure growth plans and prepare the projects.**
- **The excessive deterioration of economic infrastructure assets** causing service delivery down time, increased maintenance costs and increased total cost of ownership in municipalities.
- **Growing debt to bulk service providers:** Eskom, Water Boards and the Department of Water and Sanitation.
To address the above-mentioned challenges, the DBSA in collaboration with GOGTA have signed a Memorandum of Agreements (MOA) to form Project Management Units in 5(five) Provinces namely: Western Cape, Northern Cape, Eastern Cape, Mpumalanga and Limpopo. Following the MOA, it is anticipated that the local government programmes will grow in scale and will require high level commitment from the Bank to ensure the success of both the PMU. The DBSA LGSU needs to acquire the services of project management resources to assist in the monitoring, support and reporting on the roll out of both the PMU’s.

3. DBSA Mandate

The Development Bank of Southern Africa (DBSA) has positioned itself as a development finance institution (DFI) that champions, and often leads, infrastructure integration and development. The Bank has sought to promote economic and social development by mobilising financial and other resources from the national and international private and public sectors for sustainable development projects in South Africa, the SADC region and the whole of the African continent.

In broad and aspirational terms, the DBSA has the vision of “a prosperous and integrated resource efficient region, progressively free of poverty and dependency”.

4. DBSA Programs.

The DBSA is currently offering several programmes to local government including but not limited to the following:

- Financing infrastructure
- Revenue Enhancement Support
- Asset Care support
- Township Establishment
- Water Service Delivery Model
- Infrastructure Planning
- Project Implementation and monitoring support
- Advisory Services
- Project preparation
- Mini grids.
- Support to the Program Management Unit initiatives.

5. The Programme Management Implementing Agent (PMIA)’s functions

The current team would require external service provider support to be able to support the roll out of the DBSA Programs. As a result, the support of the Professional Service Provider (PSP) is required.
5.1. Internal Systems Development.

- Building the internal capacity to oversee the roll out of the support to the PMU support to municipalities including the report protocols to the structures of the Bank, Government and private sector partners.
- Developing monitoring, support and reporting systems internal to the DBSA and between the DBSA and external parties

5.2. Project Implementation Functions

The PSP is to provide a project management resources who will able to execute the following functions:

Responsible for daily administration and implementation of the programme activities.

- Work with various stakeholders and coordinate all programme interventions.
- Implement and oversee technical support to projects across the municipalities.
- Assist in the preparation of the terms of reference for appointment of consultants under the various components of the programme where required and to follow up on implementation.
- Ensure supported programmes are completed within budget, on time, and at the right quality.
- Ensure statutory and regulatory compliance.
- Review projects construction procurement documentation prepared by municipalities and advise on corrections thereto where necessary.
- Promote industry best practice in managing projects and programmes to ensure successful delivery.

Overall responsibility for the Project Manager’s function is to provide projects coordination and management of all processes and functions, thereby ensuring that:

- The Parties to the contract have complied with legal and tender formalities.
- The project teams are performing at the required pace to complete the projects by the specified time.
- The project teams have timeously been issued with all the relevant information.
- The project teams are achieving specified quality standards.
- Non-compliant aspects of the works are promptly dealt with as they arise.
- Potential claims for revision of the date for practical completion is handled timeously.
- Potential claims for an adjustment of the contract value are promptly dealt with.
- The programme is concluded as specified, administrative and other compliance certificates are recorded, and all parties paid in due course.

5.3. PMU SUPPORT

Provide advice with regarding to the programmes by:

- Providing input to the development of the programmes and the evaluation strategy.
- Providing advice on the budget.
- Defining and helping to achieve the programme outcomes.
- Identify and advice on the priorities in the programme – where the most effort should be directed to achieve desired development impact
- Identifying potential risks.
- Monitoring risks.
- Monitoring timelines.
- Monitoring the quality of the programme as it develops.
- Providing advice about changes to the programme as it develops.
5.4. Project Management Team

It is envisaged that the Service Provider will have to be supported by a suitably capacitated project management team that would have to cover the following range of services:

- Preparation and coordination of necessary documentation to facilitate the effective execution of the programs.
- Management and administration of PSP contracts and processes.
- Adjudicating and awarding contracts claims.
- Management of monthly progress payments.
- Identifying and managing risks associated with the implementation of the programmes.
- Advice on creating benchmarks and setting of programmes goals.
- Attend too and advice on disputes resolutions.
- Reviewing the project in depth to determine if everything is done according to the plan.
- Establish clear lines of communication that are agreed to by all parties.
- Communicating with all stakeholders within the PMU and other third parties.
- Quality monitoring and supervision of the PSP performance.

6. Required skills and experience.

6.1. The Professional Service Provider

The following is a brief description of some of the key skills and experience the DBSA believes are necessary for the suitably qualified candidate company/service provider to possess:

- Experience in providing Programme management services, including planning and programming the implementation of large Programmes.
- Demonstrated capacity in managing and coordinating large multi-disciplinary teams of professionals.
- Strong managerial skills, including ability to provide strategic guidance and technical oversight, build strong teams, develop work plans and manage the budget and project expenditure.
- Intensive experience on statutory and Non-statutory compliances.

6.2. The key personnel (Project Manager)

The following is a brief description of the qualifications, skills and experience that the DBSA believes are necessary for the suitably qualified key personnel (Project Manager) to be provided by the PSP:

- The minimum qualification requirement is a construction or engineering B-Tech/Degree or equivalent preferable in the field of Civil or Electrical Engineering.
- Professional registration with ECSA as Professional Engineering Technologist or Professional Engineer.
- A project management qualification and professional accreditation with the Project Management Institute is required.
- Further training in programme management considered an advantage.
- Minimum of 5years post-accreditation experience in an Infrastructure Projects Management function at a programme level as well as the skills to manage teams of professionals.
- Excellent written and verbal communication skills.
- Experience in stakeholder participation facilitation.
- Minimum of Code B and EB (Code 8) driver’s license.
- Trained and experience in MS projects software.
- Intensive experience in contracts management (FIDIC, NEC3 and GCC).
7. **Resources Working Conditions**

- The appointed PSP will be required to make Project Managers available on a full-time bases and report to DBSA offices at Headway Hills, Midrand. The DBSA will not be responsible for the living out allowance (Off Duty accommodation) of the resources, such cost is deemed to be covered on the total rate.
- The Project Managers will be required to travel and sleep over, such cost shall be compensated in accordance to the norms and standards of the DBSA.
- Office space, Telephone, internet access and emails shall be made available for the Project Managers stationed at the Bank.

8. **APPROACH**

It is the Development Bank of Southern Africa’s (DBSA) goal to approach the projects in an integrated and multidisciplinary nature. In line with these goals, the DBSA requires the services of Professional Services Provier who possess relevant and appropriate skills, in project management. The PSP will be required to provide Project Management resources to support the DBSA with Project Management services for the executing of its Local Government support mandate and Project Management Unit initiatives.

It is a minimum requirement that the project management resources of the professional service provider should be experienced, skilled and registered with a relevant professional body (bodies).

9. **Deliverables Expected from Project Management Support**

<table>
<thead>
<tr>
<th>EXPECTED DELIVERABLES: PROJECT MANAGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Management support</strong></td>
</tr>
<tr>
<td>1. Written communication</td>
</tr>
<tr>
<td>a) Write complex technical and non-technical documents and briefs</td>
</tr>
<tr>
<td>b) Ability to determine which aspects of this knowledge need to be transferred to others in order to achieve organization goals.</td>
</tr>
<tr>
<td>c) Coaches others and transfers communication skills and knowledge to others.</td>
</tr>
<tr>
<td>2. Presentation Skills</td>
</tr>
<tr>
<td>a) Knows how to deliver arguments persuasively by employing a range of advanced presentation techniques.</td>
</tr>
<tr>
<td>b) Has knowledge of various feedback mechanisms to check levels of audience understanding.</td>
</tr>
<tr>
<td>3. Business Acumen</td>
</tr>
<tr>
<td>a) Takes actions to fit business strategy</td>
</tr>
<tr>
<td>b) Assesses and links short-term tasks in the context of long-term business strategies or perspectives.</td>
</tr>
<tr>
<td>c) Reviews own actions against the organization’s strategic plan; includes the big picture when considering possible opportunities or projects or thinks about long-term application of current activities.</td>
</tr>
<tr>
<td>d) Anticipates possible responses to different initiatives.</td>
</tr>
<tr>
<td>e) Understands the projected direction of the industry and how changes might impact the organization.</td>
</tr>
<tr>
<td>4. Negotiations</td>
</tr>
<tr>
<td>a) Has an appreciation of cultural sensitivities and differences.</td>
</tr>
<tr>
<td>b) Effectively employs a variety of advances behavioral/interpersonal competencies to control the negotiation situation.</td>
</tr>
</tbody>
</table>
### EXPECTED DELIVERABLES: PROJECT MANAGEMENT

#### Project Management support

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td><strong>Project management</strong></td>
</tr>
<tr>
<td>a</td>
<td>Defines, plans and managers large and/or strategic projects, including those with high degree of technical complexity, with impacts across the organization and/or with national implications.</td>
</tr>
<tr>
<td>b</td>
<td>Assembles and leads diverse and multi-disciplinary teams, ensuring maximum effective resource utilization.</td>
</tr>
<tr>
<td>c</td>
<td>Successfully manages substantial projects budgets and reports directly to senior managers on the progress and results of projects.</td>
</tr>
<tr>
<td>d</td>
<td>Identifies complex issues that need escalation and proposes appropriate corrective actions.</td>
</tr>
<tr>
<td>e</td>
<td>Customer Relations and Stakeholders Management.</td>
</tr>
<tr>
<td>f</td>
<td>Ability to understand and manage contracts.</td>
</tr>
<tr>
<td>g</td>
<td>Ability to take lead in a variety of sensitive negotiations situations requiring high level of tact and diplomacy.</td>
</tr>
<tr>
<td>h</td>
<td>Ability to place a discrete negotiation situation within the context of broader long-term relationship and is not threatened by conceding ground to protect the longer-term interest of DBSA.</td>
</tr>
</tbody>
</table>

#### Business Development

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td><strong>Business Development</strong></td>
</tr>
<tr>
<td>a</td>
<td>Identifies lucrative market opportunities through an excellent understanding and interpretation of sector analyses, including market structure, supply and demand aspects, competitor environment and gap analysis.</td>
</tr>
<tr>
<td>b</td>
<td>Actively participates in formulating, developing and implementation the business development strategy/ies to generate new investment opportunities in public and private sector (delivery of infrastructure services).</td>
</tr>
<tr>
<td>c</td>
<td>Constructs business plan of bankable multi-dimension projects, using standard and/or customized templates and processes.</td>
</tr>
<tr>
<td>d</td>
<td>Assesses project/ programme feasibility through interrogation of re resources requirements (including, capacity, capability and related issues)</td>
</tr>
<tr>
<td>e</td>
<td>Coordinates, control and manages the activities and efforts required for the implementation of plan.</td>
</tr>
</tbody>
</table>
10. IMPLEMENTATION TIME FRAMES AND RISKS

The successful PSP is expected to complete the project at specified time frames and adhoc technical support on implementation where required, wherein training for municipal staff is compulsory.

11. RISKS AND RISK MITIGATION

The PSPs are responsible for the identification of relevant risks to the projects and are expected to take steps to mitigate these risks in their proposal. These may include:

- Lack of sufficient preparatory work by the key stakeholders.
- Insufficient stakeholder involvement and support.
- Delays in obtaining information from relevant key stakeholders.

12. REPORTING

- The appointed PSP will be required to make Project Managers available on a full-time bases and report to DBSA offices at Headway hills, Midrand. The DBSA will not be responsible for the living out allowance (Off Duty accommodation) of the resources, such cost is deemed to be covered on the total rate.
- The Project Managers will be required to travel and sleep over, such cost shall be compensated in accordance to the norms and standards of the DBSA.
- Office space, Telephone, internet access and emails shall be made available for the Project Managers stationed at the Bank.

13. ACCOUNTABILITY

During the execution of this contract, the successful PSP’s Project Managers will be required to work closely with the Municipality’s relevant department’s staff and DBSA – LGSU. The PSP Project Management resources will report to the DBSA and support the LGSU and PMU in accordance with their Project Management requirements, above and any others that the Service Provider will deem necessary for the execution of the projects.

14. LOCATION OF THE SERVICES

All around South Africa

15. SITE INFORMATION

The PSP Project Management resources will based fulltime at DBSA offices in Midrand and be responsible for projects across the country.

16. 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.
Annexure A
Price proposal

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:

| 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. |
TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS

<table>
<thead>
<tr>
<th>RESOURCE ID</th>
<th>ENVISAGED POSITION</th>
<th>No.</th>
<th>HOURLY RATE FOR SERVICES (INCL VAT) (RAND VALUE PER HOUR)</th>
<th>DISCOUNT TO HOURLY RATE (%)</th>
<th>NET HOURLY RATE OF KEY PROFESSIONAL (INCL VAT) (RAND VALUE PER HOUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Professional #1:</td>
<td>Project Manager- Civil Engineering Professional (Water and Sanitation Infrastructure)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Professional #2:</td>
<td>Project Manager- Electrical Engineering Professional (Distribution/reticulation Infrastructure)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROFESSIONAL FEES: PROJECT MANAGEMENT SUPPORT

SUMMARY OF PRICING

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 RFP013/2020

SIGNED ON BEHALF OF TENDERER: ____________________________

Date: ____________
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 attached 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 YES / NO
any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

<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>
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<tr>
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<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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

   (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></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</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:

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

Where
- \(P_s\) = Points scored for price of bid under consideration
- \(P_t\) = 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)

YES NO

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted...................................................% 

ii) The name of the sub-contractor.......................................................... 

iii) The B-BBEE status level of the sub-contractor.............................. 

iv) Whether the sub-contractor is an EME or QSE 

(Tick applicable box) 

YES NO 

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:
Designated Group: An EME or QSE which is at last 51% owned by:

<table>
<thead>
<tr>
<th></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>
<tr>
<td></td>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</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
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES
1. ...........................................

2. ...........................................

SIGNATURE(S) OF BIDDERS(S)
DATE:.....................................
ADDRESS:..................................
Annexure D

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (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;
   - Declaration of bidder’s past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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…………………………………………

WITNESSES

1. ……………………
2. ……………………
NAME OF FIRM.........................................................

DATE..........................................................

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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
Annexure F

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) 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.

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 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.

<table>
<thead>
<tr>
<th>CSD Registration Number:</th>
<th></th>
</tr>
</thead>
</table>

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 | Nusgrave | 4062  
SMS: 33490