



**REQUEST FOR PROPOSALS**

|  |   |
|--|---|
| <p><b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b></p> |   |
| <p><b>BID NUMBER:</b></p>  | <p><b>RFP232/2020</b></p>   |
| <p><b>NON-COMPULSORY BRIEFING SESSION DETAILS:</b></p>   | <p><b>Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to <a href="mailto:LihleSCM@dbsa.org">LihleSCM@dbsa.org</a> three (3) working days before the briefing meeting so as to be invited.</b></p> <p><b>22 October 2020 @11H00</b></p>   |
| <p><b>CLOSING DATE:</b></p>  | <p><b>03 November 2020</b></p>  |
| <p><b>CLOSING TIME:</b></p>  | <p>00H00</p>  |
| <p><b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b></p>  | <p>90 days</p>  |
| <p><b>DESCRIPTION OF BID:</b></p>  | <p><b>Appointment of an Advisor to the Trans-Calendon Tunnel Authority (TCTA) to undertake a financial implication study.</b></p>   |
| <p><b>BID SUBMISSIONS ELECTRONICALLY:</b></p>  | <ul style="list-style-type: none"> <li>➤ Bidders are required to issue Tender Submission Link requests and enquiries to <a href="mailto:lihleSCM@dbsa.org">lihleSCM@dbsa.org</a> <b>ONLY</b>;</li> <li>➤ <b>No</b> – Tender Submission Link requests will be accepted after <b>16h00 on the 30<sup>th</sup> of October 2020</b>. Any requests after the stipulated date will be disregarded.</li> <li>➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidder's interest in this tender bid</b></p> <p><b>Closing date 03 November 2020 before 00:00 all bids must be in on the 03<sup>rd</sup> of November 2020</b></p> |

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



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

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

## Table of Contents

|                         |           |
|-------------------------|-----------|
| <b>PART A</b> .....     | <b>4</b>  |
| <b>PART B</b> .....     | <b>7</b>  |
| <b>PART C</b> .....     | <b>8</b>  |
| <b>PART D</b> .....     | <b>10</b> |
| <b>PART E</b> .....     | <b>42</b> |
| <b>Annexure A</b> ..... | <b>67</b> |
| <b>Annexure B</b> ..... | <b>77</b> |
| <b>Annexure C</b> ..... | <b>81</b> |
| <b>Annexure D</b> ..... | <b>86</b> |
| <b>Annexure E</b> ..... | <b>88</b> |
| <b>Annexure F</b> ..... | <b>92</b> |
| <b>Annexure G</b> ..... | <b>93</b> |
| <b>Annexure H</b> ..... | <b>94</b> |
| <b>Annexure I</b> ..... | <b>95</b> |
| <b>Annexure J</b> ..... | <b>96</b> |
| <b>Annexure K</b> ..... | <b>97</b> |

**PART A  
INVITATION TO BID**

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

BID NUMBER: RFP232/2020

DESCRIPTION:

**Appointment of an Advisor to the Trans-Calendon Tunnel Authority (TCTA) to undertake a financial implication study.**

**LINK REQUESTS: No** – Tender Submission Link requests will be accepted after **16h00 on the 30<sup>th</sup> of October 2020**. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: **03 November 2020**

CLOSING TIME: 00H00

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

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

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

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

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

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

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

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

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

## PART C

### CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES

NO

One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal – Electronic submission only

Failure to comply will lead to disqualification of the submission.

**Part A:** Invitation to Bid

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

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

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

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

**Annexure A:** Price Proposal Requirement

**Annexure B:** SBD4 Declaration of Interest

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



- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure D:</b> SBD8: Declaration of Bidder's Past Supply Chain Practices  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure E:</b> SBD9: Certificate of Independent Bid Determination   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure F:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure G:</b> Certified copies of latest share certificates, in case of a company.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure I</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure J:</b> General Condition of Contract  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure K:</b> CSD Tax Compliance Status and Registration Requirements Report   |

## PART D

### CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

#### 1. DEFINITIONS

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

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

- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.6 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## 2. INTERPRETATIONS

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

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

### 3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

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

No questions will be answered telephonically.

### 4. BID TIMETABLE

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

| Activity   | Date                    |
|--|-------------------------|
| Advertisement of tender                              | 14 / 10 / 2020          |
| RFP document available                               | 14 / 10 / 2020          |
| Closing date for tender enquiries                    | 30 / 10 / 2020          |
| <b>Link requests</b>                                 | 30 / 10 / 2020 by 16h00 |
| <b>Closing date and time</b>                         | 03 / 11 / 2020 at 00h00 |
| Intended completion of evaluation of tenders         | TBA                     |
| Intended formal notification of successful Bidder(s) | TBA                     |
| Signing of Service Level Agreement                   | TBA                     |
| Effective date                                       | TBA                     |

### 5. SUBMISSION OF TENDERS

#### **Instructions:**

- Bidders are required to issue Tender Submission Link requests and all other enquiries to [lihleSCM@dbsa.org](mailto:lihleSCM@dbsa.org) **ONLY**;
- **No** – Tender Submission Link requests will not be accepted after **16h00 on the 30<sup>th</sup> of October 2020**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

**NB: No Physical submission will be accepted for this bid. Bidders must ensure that they follow the instructions for the electronic submission.**

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

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:
  - 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - 6.4.2 the Tendering Process; and
  - 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

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

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

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

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or

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

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

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

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

## **10. REPRESENTATIONS**

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

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

### **13. UNAUTHORISED COMMUNICATIONS**

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

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

- 14.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

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

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

15.1.1 the preparation or lodgement of their Bid

15.1.2 the evaluation and clarification of their Bid; and

15.1.3 the conduct of negotiations with the DBSA.

15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

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

16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([lihleSCM@dbsa.org](mailto:lihleSCM@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 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

19.5 Failure to provide the required information may result in disqualification of the Bidder.

## **20. PREPARATION OF BIDS**

20.1 Bidders must ensure that:

20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidders usual operating conditions.

20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

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

21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

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

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

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

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

- 23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 23.2.1 the Bidder is not engaged to perform under any contract; or
  - 23.2.2 the DBSA exercises any right under this RFP or at law.

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

- 24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 24.1.1 as required by law;
  - 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **25. USE OF BIDS**

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

## 26. BID ACCEPTANCE

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

## 27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

### 27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

#### **Stage 1: Responsiveness**

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

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

|          | <b>Responsiveness Criteria</b>   | <b>Prequalifying Criteria</b> | <b>Applicable to this Tender (Y/N)</b> |
|----------|--|-------------------------------|--|
| <b>1</b> | Adherence in submitting Tender as two stage <b>Folders</b> .<br><b>One folder (1) for Technical plus</b> / and compliance documents and a separate <b>folder (2) for Pricing</b> .   | <b>Pre-Qualifier</b>          | Y                                      |
| <b>2</b> | Attendance register for Compulsory Briefing session.   | <b>Pre-Qualifier</b>          | N                                      |
| <b>3</b> | Proof of Registration with a recognized professional body/ institution, relevant to tender requirement (To be determined in line with Tender Requirement)  | <b>Pre-Qualifier</b>          | Y                                      |
| <b>4</b> | 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 | <b>Pre-Qualifier</b>          | N                                      |
| <b>5</b> | The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a  | <b>Pre-Qualifier</b>          | N                                      |

|  |   |  |  |
|--|---|--|--|
|  | <p>minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:</p> <p>(i). an EME or QSE which is at least 51% owned by black people.</p> |  |  |
|--|---|--|--|

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

| Responsiveness Criteria |   | Clarification Time | Applicable to this Tender (Y/N) |
|-------------------------|---|--------------------|---------------------------------|
| 1                       | Standard conditions of tender as required.  | 48 hours           | Y                               |
| 2                       | Returnable documents completed and signed.  | 48 hours           | Y                               |
| 3                       | Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA. | 7 working days     | Y                               |

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 **Second Stage – Functional criteria**

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

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

### 27.1.2 **Third Stage – price and preferential points**

27.1.2.1 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.

27.1.2.2 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 Eligibility Criteria below.**

### 27.3 **Qualification: 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. Please refer to the table above

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

### 27.4 **Second Stage: Functional Criteria**

The Functional Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of 75 points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

| No. | Evaluation Criteria  | Scoring for whole element  | Maximum points |
|-----|--|--|----------------|
| 1   | <b>LEAD ADVISOR / FINANCIAL SPECIALIST</b>   |  | <b>25</b>      |
| 1.1 | Minimum Bachelor's degree in relevant academic field<br>(i.e. finance, economics, public or business administration)   | Points for qualification:<br>Bachelor's degree or above = 3 points<br>Anything below a bachelor's degree = 0 points              | 3              |
| 1.2 | <b>Minimum 8 Years relevant experience in:</b> <ul style="list-style-type: none"> <li>Financial and economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> <li>Financial assessment and risk modelling</li> <li>Budget analysis and affordability solutions</li> </ul> | Points for experience:<br>≥ 8 years = 15 points<br>≥ 6 years = 11 points<br>≥ 5 years = 8 points<br>Less than 5 years = 0 points | 15             |
| 1.4 | <b>Minimum 5 years' experience in the Water sector:</b><br>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)   | Points for experience:<br>> 5 years = 5 points<br>≥ 3 years = 4 points<br>Less than 3 years = 0 points                           | 7              |
| 2   | <b>ECONOMIC / SOCIO-ECONOMIC EXPERT</b>  |  | <b>20</b>      |
| 2.1 | <b>Academic qualifications</b><br>(i.e. economics)   | Points for qualification:<br>Bachelor's degree or above = 3 points<br>Anything below a bachelor's degree = 0 points              | 3              |



|          |  |  |    |           |
|----------|--|--|----|-----------|
| 2.2      | <p><b>Minimum 8 years relevant experience in</b></p> <ul style="list-style-type: none"> <li>Economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> </ul>           | <p>Points for experience:</p> <p>&gt; 8 years = 12 points</p> <p>≥ 6 years = 10 points</p> <p>5 years = 8 points</p> <p>Less than 5 years = 0 points</p>       | 12 |           |
| 2.3      | <p><b>Minimum 5 years' experience in the Water sector</b></p> <ul style="list-style-type: none"> <li>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)</li> </ul>  | <p>Points for experience:</p> <p>&gt; 5 years = 5 points</p> <p>≥ 3 years = 3 points</p> <p>Less than 3 years = 0 points</p>                                   | 5  |           |
| <b>3</b> | <b>FINANCIAL ANALYST</b>   |  |    | <b>15</b> |
| 3.1      | <p><b>Academic qualifications</b><br/>(i.e. finance, commerce etc.)</p>  | <p>Points for qualification:</p> <p>Bachelor's degree or above = 2 points</p> <p>Anything below a bachelor's degree = 0 points</p>                             | 2  |           |
| 3.2      | <p><b>Minimum 5 years relevant experience in</b></p> <ul style="list-style-type: none"> <li>Financial modelling, financial planning, assessment, etc. of large infrastructure projects.</li> </ul>   | <p>Points for experience:</p> <p>&gt; 5 years = 8 points</p> <p>&gt; 3 years = 6 points</p> <p>&lt; 3 years = 4 points</p> <p>Less than 2 years = 0 points</p> | 8  |           |
| 3.4      | <p><b>Minimum 5 years' experience in the Water sector:</b></p> <ul style="list-style-type: none"> <li>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)</li> </ul> | <p>Points for experience:</p> <p>&gt; 5 years = 5 points</p> <p>≥ 3 years = 3 points</p> <p>Less than 3 years = 0 points</p>                                   | 5  |           |

|     |   |  |    |           |
|-----|---|--|----|-----------|
| 4   | <b>PROJECT COMPREHENSION, APPROACH AND METHODOLOGY</b>  |  |    | <b>30</b> |
| 4.1 | <p><b>Comprehension, approach and methodology</b></p> <ul style="list-style-type: none"> <li>- Demonstrate a detailed proposal through <i>inter alia</i> a: <ul style="list-style-type: none"> <li>o work plan for execution of the scope,</li> <li>o project management approach,</li> <li>o timeframe,</li> <li>o team organogram detailing experience of key roles and the support roles</li> </ul> </li> <li>- Provide a detailed understanding of the assignment,</li> <li>- Show clear analysis of key challenges and risks associated with the assignment and adequate proposals to address these,</li> <li>- Concrete suggestions regarding the proposed methodology and approach (do not duplicate the ToRs) and where necessary amendments / additions to the proposed scope.</li> <li>- Detailed level of presentation.</li> </ul> | <p>Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations = 20 points</p> <p>Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risk = 15 points</p> <p>Partially addresses requirements, but overall is not convincing (i.e. scope is not fully addressed, or timeframes are not reasonable) = 10 points</p> <p>Does not address the requirement and is not detailed = 0 points</p> | 20 |           |
| 4.2 | <p><b>Staffing (Support Roles)</b></p> <ul style="list-style-type: none"> <li>• Staffing proposal in line with requirements of TOR and proposed Methodology</li> <li>• Sufficient personnel depth</li> </ul>  | <p>Addresses all requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel= 10 points</p>  | 10 |           |

|          |   |   |           |            |
|----------|---|---|-----------|------------|
|          | <ul style="list-style-type: none"> <li>• Availability of senior backstopping for Key Personnel ie. Suitably qualified &amp; experienced professionals for the following functions: <ul style="list-style-type: none"> <li>○ Finance</li> <li>○ Economic</li> <li>○ Financial Analyst</li> <li>○ Other</li> </ul> </li> </ul> <p>Project manager / coordinator</p> | <p>Partially addresses requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel= 8 points</p> <p>Does not address the requirements = 0 points</p>  |           |            |
| <b>5</b> | <b>CLIENT RELATIONSHIP MANAGEMENT</b>   |   |           | <b>10</b>  |
|          | - Relevant 8 years' experience and track record in client relationship management in financial assessment studies   | <p>Addresses all requirements, demonstrates sound performance related to financial assessment = 10 points</p> <p>Addresses most requirements but is generic and does not convey a comprehensive track record related to financial assessment = 8 points</p> <p>Does not address the requirements = 0 points</p> | 10        |            |
|          | <b>Total</b>  |   |           | <b>100</b> |
|          | <b>Minimum threshold for technical</b>  |   | <b>75</b> |            |

27.5 A minimum of **75 points out of a 100** for the functional evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score 75 points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

## 27.6 **Third Stage: Price and Preferential Points Assessment**

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

Price points 80

Preferential procurement points 20

### 27.6.2 **Price points**

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

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

Where:

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

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

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

### 27.6.3 **Preferential procurement points**

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

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

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group

structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

**27.6.4 Total**

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

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

**28. STATUS OF BID**

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

28.2 A Bid must not be conditional on:

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

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

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

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

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

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

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

**29. CLARIFICATION OF BIDS**

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

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

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

30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

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

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

30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

30.4.1 conduct a site visit, if applicable;

30.4.2 provide references or additional information; and/or

30.4.3 make themselves available for panel interviews.

### **31. SUCCESSFUL BIDS**

31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

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

31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

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

32.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the

DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

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

### **33. BIDDER WARRANTIES**

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

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

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

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 34.1.3 vary or extend any time or date specified in this RFP
- 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 34.1.5 require additional information or clarification from any Bidder or any other person;
- 34.1.6 provide additional information or clarification;

- 34.1.7 negotiate with any one or more Bidder;
- 34.1.8 call for new Bid;
- 34.1.9 reject any Bid received after the Closing Time; or
- 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

**35. GOVERNING LAWS**

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

**36. MANDATORY QUESTIONS**

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

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

36.1.1

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

36.1.2

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



36.1.3

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

36.1.4

|  |                      |  |
|--|----------------------|--|
| The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified. | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
|  |                      |  |

36.1.5

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

36.1.6

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

36.1.7

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|--|----------------------|--|
| The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all. | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
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36.1.8

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|--|----------------------|--|
| Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals. | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
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36.1.9

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|--|----------------------|--|
| By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands. | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
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36.1.10

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|---|----------------------|--|
| Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation. | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
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36.1.11

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|---|----------------------|--|
| The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents. | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
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36.1.12

|  |                      |                                    |
|--|----------------------|------------------------------------|
| Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted. | <b>Comply/Accept</b> | <b>Do not comply/Do not accept</b> |
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36.1.13

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

36.1.14

|   |                      |                                    |
|---|----------------------|------------------------------------|
| Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd. | <b>Comply/Accept</b> | <b>Do not comply/Do not accept</b> |
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36.1.15

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|--|----------------------|------------------------------------|
| 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 | <b>Comply/Accept</b> | <b>Do not comply/Do not accept</b> |
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|  |  |  |
|--|--|--|
| <p>increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p> |  |  |
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36.1.16

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

36.1.17

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

36.1.18

|  |                      |                                    |
|--|----------------------|------------------------------------|
| <p>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's 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.</p> | <b>Comply/Accept</b> | <b>Do not comply/Do not accept</b> |
|  |                      |                                    |

36.1.19

|  |                      |                                    |
|--|----------------------|------------------------------------|
| <b>Bidders who make use of subcontractors:</b> | <b>Comply/Accept</b> | <b>Do not comply/Do not accept</b> |
|  |                      |                                    |

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

36.1.20

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

36.1.21

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

36.1.22

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

36.1.23

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

36.1.24

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

36.1.25

|   |                      |                                    |
|---|----------------------|------------------------------------|
| <p>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.</p> | <b>Comply/Accept</b> | <b>Do not comply/Do not accept</b> |
|   |                      |                                    |

36.1.26

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

36.1.27

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

36.1.28

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

36.1.29

|   |                      |  |
|---|----------------------|--|
| <p>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p> | <b>Comply/Accept</b> | <b>Do not<br/>comply/Do<br/>not accept</b> |
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36.1.30

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

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Signature(s) of Bidder or assignee(s)

Date

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Name of signing person (in block letters)

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Capacity

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Are you duly authorized to sign this Bid?

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Name of Bidder (in block letters)

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Postal address (in block letters)

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

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

Telephone Number:.....FAX number.....

Cell Number: .....

Email Address.....

**PART E**  
**TERMS OF REFERENCE & PROJECT BRIEF**

## 1. PROJECT BACKGROUND

On 22 February 2019 the then Minister of Water and Sanitation issued a directive to TCTA, in terms of section 103(2) of the National Water Act, 1998 (Act No. 36 of 1998) to fund and implement the uMkhomazi Water Project-Phase 1 (uMWP-1) Raw Water Component. The uMWP-1 will augment the Mgeni System, which is the main water source that supplies over five (5) million people and industries in the Umgeni Water (UW) area of supply, including eThekweni Metropolitan Municipality, uMgugundlovu District Municipality, the Msunduzi Local Municipality, iLembe District Municipality, Ugu District Municipality and the Harry Gwala District Municipality and other bulk potable water users.

The Mgeni System's current water resources consist of the Midmar, Albert Falls, Nagle and Inanda Dams, as well as the water transfer scheme from the Mooi River (Mearns Weir and Spring Grove Dam ("Mooi Mgeni Transfer Scheme or MMTS")). These water resources are however insufficient to meet the long-term water demands of the Mgeni System.

The water requirements projections show that the Mgeni System experienced a deficit as from 2016 and therefore the augmentation of the Mgeni System from the uMkhomazi Water Catchment is critical. The KZN Coastal Metropolitan Reconciliation Strategy confirmed that uMWP-1 is the next viable long-term scheme that should augment the Mgeni System as soon as possible.

uMWP-1 consists of:

- Bulk raw water – implementation by TCTA:
  - 81m high dam and appurtenant works at Smithfield on the uMkhomazi River near Bulwer.
  - Conveyance infrastructure (32km 3.5m diameter tunnel and 5km 2.6m diameter raw water pipeline) to the proposed Umgeni Water's Water Treatment Works (WTW) in the uMlaza River valley.
  - Possible Balancing dam.
- Bulk potable water – implementation by Umgeni Water:
  - 3MW hydropower plant.
  - 500MI/day WTW and 125MI storage reservoirs in the uMlaza River valley.
  - A gravity pipeline (20km 2.5-2.8m diameter) from the proposed WTW to the existing bulk distribution system.

The total cost of implementing the project is estimated at R30 billion (Raw Water Component – R23 billion) in 2019 terms with project completion expected by 2027/28. The feasibility study indicated that the project should be funded off-budget with a substantial (25%) fiscal contribution to address the high number of poor and indigent households in the area of supply.

If available, the fiscal/ grant funding could come in a number of ways including:

- Contribution of 25% of project costs over the construction period;
- Annual contributions over the project term to keep user tariffs within bounds of affordability – starting from the end of construction; or
- Annual contributions to keep debt peak within borrowing limit.

Even with the fiscal contribution, the project will encounter affordability challenges, especially given the history of MMTS-2 where there was high resistance to the impact of the tariff. The outbreak of the COVID-19 pandemic and its impact on the economy and consumers is likely to exacerbate these challenges.

In view of these challenges, the Department of Water and Sanitation (DWS) and the major users (eThekweni, uMgungundlovu and Msunduzi) are looking to TCTA to develop a funding model for the project that will address the challenges of sustainability.

## **2. STATUS OF THE PROJECT**

The project is currently at the Environmental Impact Assessment (EIA) stage with additional environmental studies being undertaken following a rejection of the initial EIA report by the then Department of Environmental Affairs (DEA). The DEA letter of rejection dated 13/02/2017 cites potential detrimental effects that the project is likely to have upon species of conservation significance, as well as insufficient information on a number of issues as the main reasons behind the rejection.

In response, the first Addendum to the EIA Report was compiled in July 2018, which presented the additional information requested. This was lodged for public review from 26 July 2018 to 27 August 2018. Due to the comments received from the Interested and Affected Parties and the Authorities, a second Addendum, which proposes a new layout was prepared. The public review period for the draft second Addendum ended on 11 August 2020. The comments will be considered, and the final submission will be made to the Department of Environment,

Forestry and Fisheries (DEFF). A positive Environmental Authorisation from DEFF is expected in November/December 2020.

### **3. OBJECTIVE OF THE STUDY**

The objective of the study is to assess the financial sustainability of the proposed uMWP-1 funding model, including its financial impact on DWS, UW, municipalities and households, given the prevailing and anticipated long-term socio-economic conditions of households and institutional strength; and to make recommendations on strengthening the value chain of payments from households through to TCTA, and measures to mitigate the risk of non-payment through the value chain to TCTA. The study will also analyse the affordability of tariff increases that are attributable to the project as well as the overall affordability of tariffs to end users and make recommendations on the extent and mode of fiscal support to address affordability constraints.

The study must take into account the impact of COVID-19, whose consequences were not anticipated at the time that the project's feasibility study was done.

The Consultant will use available information from TCTA, DWS, UW, the Water Service Authorities (User Municipalities) and DBSA (hereafter referred to as the "Stakeholders") including previous studies and where inadequate will need to undertake their own research and analysis to complete the study and review reports.

The Stakeholders shall form a Steering Committee to drive collaboration on the study and ensure that the Consultant has access to the relevant people and information they need to complete the study.

The Stakeholders will be available to the Consultant in order to review the study and other documentation, respond to questions from the Consultant in relation to the study, as well as to test the assumptions underlying the study and its findings. The Stakeholders will also facilitate the release of all relevant information to the Consultant.

### **4. SCOPE OF SERVICES**

#### **4.1. Financial Sustainability of the uMWP-1 Funding Model**

The basic question to be answered by the study is what level of certainty can or do we have that municipalities will be able to pay tariffs under current and future economic conditions to recover project costs so that the project is not a financial burden on DWS. Phrased differently,

the study must answer the question, “what is the maximum amount of debt funding that the project can carry based on the affordability of the resulting tariffs to the users”? The study must review and provide opinion on:

- a) The marginal financial impact of the proposed tariffs on the municipality’s customers (all sectors - households, industrial and commercial users) in the user municipalities in the current regional economic environment and under future scenarios during the debt repayment period? How will it affect the affordability of water to customers (by sector), e.g., how many more customers will find affordability a challenge (by sector)? The study should define how affordability should be measured, so that there is a standard objective measure of affordability for all users and to also target support options;
- b) What proportion of households can afford the proposed tariffs, compared to the current tariffs without the project? This should be done under different economic scenarios; or
- c) How much of an increase from current tariffs can the users absorb before the tariffs become unaffordable, resulting in collection problems and debt service challenges;
- d) What would the financial impact on customers and on economic development be if the project was not implemented (due to reduced water supply, possibility of more water restrictions etc.);
- e) How will the proposed tariffs affect collection of water tariffs (payment rates) by each municipality;
- f) What options are available to support households who cannot afford the tariffs (e.g., government grants, cross-subsidization, tariff structures, etc.), and how sustainable are they?

At a minimum, the study must consider the following information:

- a) Proposed Funding model (Social and off-budget contributions);
- b) Cost Recovery Mechanism through Tariffs including indicative tariffs at Capital Unit Charge (CUC) and End User Level;
- c) Socio-Economic Status of the User Municipalities including Demographics, Employment Levels and Sources of Income, Levels of Indigence etc.;
- d) Financial Strength of the User Municipalities including their Sources of Revenue, Equitable Share from National Treasury, Collection Rates, Predictability and Effectiveness of Budgeting Process, historical audit outcomes, etc.

- e) Development Impact namely direct and indirect such as number of jobs created, backlogs eradicated, businesses created / sustained, and other economic impact.

The Consultant will perform all tasks within the Scope of Work with high professional skill based on its due diligence and experience.

The Consultant will be available to attend meetings on an as-needed basis and to make various presentations to Project governance structure namely the Project Steering Committee, if required.

The Consultant shall prepare a report on the study that will be used as input into the project's final funding model that will form part of the borrowing limit request to be submitted to DWS and National Treasury (NT) by [31 October 2020].

The work may include travel (if necessary) for meetings or interviews with officials from municipalities and other stakeholders and such trips are to be included in the pricing and the number of trips should be reflected in the methodology & approach.

#### **4.2. Reports to be delivered by the consultant & Disbursement**

The following reports and related excel calculations (formula driven) shall be submitted in the stipulated schedule

- Method Statement / Inception Report – 10% of the fee payable upon completion and acceptance of the Inception Report, which must be delivered 3 days after commencement of the study;
- Draft Report and related excel calculations – 70% of the fee payable upon completion and acceptance of the Draft Report, which must be delivered 3 weeks after commencement of the study; and
- Final Report and related excel calculations – 20% of the fee payable upon completion and acceptance of the Final Report which will include a section on recommendations & the way forward. 1 week after receipt of comments from Stakeholders.

All fees stated above should include reimbursable expenses. Please see guidelines for calculating reimbursable expenses in Annexure A.

The advisor work will be evaluated based on an assessment of the quality and completeness of the activities and outputs outlined in this ToR and the project inception report.

### 4.3. Schedule

The Consultant is expected to be appointed in **October 2020** and to perform the activities contemplated in this ToR in **five weeks** after appointment.

The Consultant's work must be completed within a period not exceeding 6 weeks. The Schedule, based on a notice-to-proceed, is as follows:

- On the earliest date of the signature of the Contract Agreement or receipt of notice-to-proceed, the Consultant will submit a Method Statement (Inception Report) setting out their approach to the Study and how they intend to deliver the required outputs including study design reports. Simultaneously, the Consultant will submit a list of required information to the DBSA and the stakeholders will submit the relevant information in their possession including existing or previous studies together with the proposal).
- TCTA and DBSA shall compile all existing information relevant for the study and the Consultant shall review the existing information during week 1.
- The Consultant will be required to sign a Non-Disclosure Agreement to ensure that the confidentiality of information is preserved.
- Existing information to be made available by the Stakeholders include the Project's Feasibility Study Report including the Socio-Economic Baseline Study (DWS), Economic Impact Assessment Report (DWS), Socio-Economic Impact Report (UW), MMTS - 2 Report on the value of water in a catchment and TCTA's Preliminary Financial Model.
- The Consultant shall submit weekly Progress Reports for the Stakeholders to track progress and guide the Consultant. The Consultant will use the Progress Reports to communicate progress, challenges and risks to the attainment of deliverables to satisfy the Stakeholders that the Study is on track and will deliver the desired outcomes.

The Consultant shall submit a preliminary or draft report in week 4 which draft report will contain at least, the following elements:

- Executive Summary that will highlight key risks/issues identified and provide actions and/or recommendations for the Stakeholders to consider;
- Review of all tasks outlined in Section IV – Scope of Work of this ToR;
- Identification of any areas of concern or new areas that the Consultant feels should be addressed.



The Consultant shall submit a Final Report and related excel calculations in week 5 reflecting as appropriate comments received on the Draft Report. The Final Report shall be issued to support the finalisation of the funding model and submission of a borrowing limit request to DWS and NT. The Executive Summary of such report will highlight the main findings of the Study. The main sections will provide the details to support these summary items.

All Reports shall be in the English language and should be prepared in MS Word or PDF format and MS EXCEL, as required. All Reports should be submitted by e-mail, to the following addresses:

[insert e-mail addresses]

In addition, four (6) hard copies of the Final Report should be sent to:

1 x copy to DBSA, and

5 x copies to the TCTA for distribution to the Stakeholders

Client meetings including PSC meetings will be held (virtually if required) in Midrand, DBSA or another location to be determined within Johannesburg or Pretoria.

#### **4.4. Management of the advisor**

The DBSA will appoint and manage the advisor in conjunction with the TCTA. The DBSA will be responsible for the day-to-day management of the advisor's work, which includes the development of project management plans detailing key deliverables, agreed timelines, quality contract mechanisms, progress reviews and submission processes.

4.4.1. The advisor is expected to provide a presentation of progress at the PSC meeting over and above the submission of the weekly progress reports. This

would include a presentation of any deliverable to be considered for approval by the PSC.

4.4.2. The PSC will approve deliverables for payment.

4.4.3. The advisor will submit invoices after the DBSA & TCTA has approved the deliverables.

4.4.4. The DBSA reserves the right to terminate the appointment of the advisor at any stage.

## **5. QUALIFICATION CRITERIA**

The criteria that will be used in the adjudication process will be in accordance with the DBSA procurement guidelines, which incorporates, amongst others, the Bid Submission Requirements and Bid Evaluation.

## **6. RULES OF BIDDING, BID SUBMISSION REQUIREMENTS AND BID EVALUATION**

### **6.1. RULES OF BIDDING**

6.2.1 The DBSA will enter into a contract with the advisor for the work set out in these Terms of Reference. The advisor must be a single legal entity, which must obtain expertise through sub-contracts if necessary. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, as applicable, authenticated by a Notary Public, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members should be advised that each member would be held jointly and severally liable for the performance of the consortium or joint venture.

6.2.2 The DBSA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof. If the contract between DBSA and the advisor is terminated by either party due to reasons not attributable to the advisor, the advisor will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the advisor for the appropriate phase of the project during which the appointment was terminated.

- 6.2.3 The persons proposed for professional work on the project shall remain on the project unless permission is granted in writing by the DBSA to change the proposal. Such permission will only be granted in exceptional circumstances.
- 6.2.4 The advisor may not use any material or information derived from the provision of the services in terms of the contract for any purpose. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the DBSA and TCTA.
- 6.2.5 The costs of preparing proposals and of negotiating the contract are not reimbursable.
- 6.2.6 The DBSA is not bound to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder.
- 6.2.7 The advisor and its affiliates are disqualified from providing goods, works and services to any bidding consortium or members of such a consortium and/or the private party to the agreement, or to any eventual project that may result, directly or indirectly from these services.
- 6.2.8 The DBSA will not accept any late bid submissions and will return late bid submissions unopened. Bidders may not contact the DBSA or any participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid.

## **6.2. BID SUBMISSION REQUIREMENTS**

- 6.2.1 Providing full contact details for the lead advisor; and Consortium or Joint Venture agreements of the advisor team;
- 6.2.2 Information on and motivation for the advisory team, attaching their curricula vitae, and setting out their personal, and their entity's suitability for this assignment; relevant financial skills and experience:
- 6.2.3 For each relevant experience cited, outline the precise role the lead advisor played, the role of the firm, contract duration, contract outcomes, and contract value; Availability to perform the work. This must be substantiated by listing the lead advisor's other known professional commitments for the next five weeks;
- 6.2.4 Project comprehension and project management plan, setting out:

- the advisor's understanding of the Terms of Reference, and ANY proposals for amendments to the Terms of Reference that would enhance desired outcomes;
- How the advisor proposes to manage the set of deliverables outlined in the Terms of Reference given the short duration;
- A proposed outline work plan with time-table for delivery;
- The suitability of each person in the team for the proposed roles in terms of their relevant skills and experience cross referenced to each deliverable in the Terms of Reference;
- An organogram of the advisory) team clearly indicating their role in the assignment
- The availability of each person to perform the work and how the advisory team members will be supervised;
- How reporting to the DBSA will take place;
- Any innovative ideas for how the assignment can best achieve its objectives in the specified timeframe.
- Confirmation by bidders that each stakeholder will be treated as one project notwithstanding the stakeholder's provision of water supply.

Please note that the following standard forms have been provided (please refer to Annexure B) and all bidders all required to complete in relation to the following:

- Form- TECH 1- Service Provider's Organization and Experience
- Form TECH 2- Key Resources Project Experience
- Form TECH 3- Curriculum Vitae (CV) of all Resources

### **6.3. PRE-QUALIFICATION CRITERIA**

#### **6.3.1. SKILLS AND EXPERIENCE**

The service provider must have both the skills and experience necessary to undertake the tasks set out in this Terms of Reference including knowledge and experience in innovative and green technologies. In addition, the service provider must be able to demonstrate a comprehensive understanding of the requirements of the assignment and experience and be in good standing in all respects including ethically and professionally and must provide proof

of professional registration where applicable. The service provider must be personally available to do the work when required to do so.

The advisor must comprise of a team whose members have both the required skills and experience necessary to undertake the range of tasks set out in this Terms of Reference. The skills and experience required in the advisor team include knowledge and experience in preparing financial impact assessment; financial analysis; project structuring and financial modelling; socio-economic assessment; financial and economic expertise in infrastructure projects.

The advisor must be able to demonstrate a comprehensive understanding of the requirements of the assignment and have proven experience with the subject matter. The lead advisor will manage the team and be responsible for ensuring project deliverables and the professional conduct and integrity of the team. All members of the advisory team must be in good standing in all respects including ethically and professionally and must provide proof of professional registration where applicable. Each member of the team must be personally available to do the work when required to do so.

It is required that the team should (at a minimum) consist of the following key personnel:

- a) One Lead Advisor (Financial expert)
- b) One Economic / Socio-Economic expert
- c) One Financial Analyst (Financial modeller)

All experts shall have a minimum of first degree (Bachelor) and shall have a minimum of 8 years of professional experience after they secured their first degree.

Each shall have demonstrable specific experience in the area of assignment for at least 5 years.

These key personnel maybe supported by an appropriately qualified team of financial analysts, legal professionals and technical specialists where needed to adequately address the Scope of Work.

The bidder must therefore demonstrate that they have in their employ professionally registered persons, or have a written undertaking from professional service providers who have in their employ registered professionals who can provide the services listed in the table below at the required time:

**Table 1: The Required Expertise**

| No.      | Expert Required   | Pre-qualification Criteria                       |
|----------|---|--|
| <b>1</b> | <b>LEAD ADVISOR / FINANCIAL EXPERT</b>  |  |
| 1.1      | Relevant Academic qualifications<br>(i.e. finance, economics, public or business administration)  | Experience:<br>Bachelor or above                 |
| 1.2      | <b>Relevant experience in:</b> <ul style="list-style-type: none"> <li>• Financial and economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> <li>• Financial assessment and risk modelling</li> <li>• Budget analysis and affordability solutions</li> </ul><br><b>Minimum of one recent traceable project reference of experience should be submitted</b><br><i>(Please refer to Form Tech 2 and Form Tech 3).</i> | At least 8 years' experience:                    |
| 1.3      | <b>Water sector experience:</b><br>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)  | at least 5 years' experience in the Water sector |
| <b>2</b> | <b>ECONOMIC / SOCIO-ECONOMIC EXPERT</b>   |  |
| 2.1      | <b>Academic qualifications</b><br>(i.e. economics)  | Experience:<br>Bachelor or above                 |
| 2.2      | <b>Relevant experience in:</b> <ul style="list-style-type: none"> <li>• Economic cost benefit analysis of large infrastructure projects, where large refers to</li> </ul>   | at least 8 years' experience                     |

|          |  |  |
|----------|--|--|
|          | individual projects with a project value of over R300 million)<br><br><b>Minimum of ONE recent traceable project reference of experience must be submitted with the bid</b> ( <i>Please refer to Form Tech 2 and Form Tech 3</i> ).  |  |
| 2.3      | <b>Water sector experience:</b><br>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)   | at least 5 years' experience in the Water sector |
| <b>3</b> | <b>FINANCIAL ANALYST</b>   |  |
| 3.1      | <b>Academic qualifications</b><br>(i.e. finance, commerce etc.)  | Experience:<br>Bachelor or above                 |
| 3.2      | <b>Relevant experience in:</b><br>• Financial modelling, financial planning, assessment, etc. of large infrastructure projects.<br><br><b>Minimum of one recent traceable project reference of experience must be submitted in the bid</b> ( <i>Please refer to Form Tech 2 and Form Tech 3</i> ). | at least 5 years' experience                     |
| 3.3      | <b>Water sector experience:</b><br>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)   | at least 5 years' experience in the Water sector |

When providing a traceable project reference for each specialist, bidders must also include dates, the client name, key responsibilities undertaken by the specialist, client contact details and to the extent possible, the project transaction value.

As part of the submission requirements bidders are required to complete the following table indicating that they meet the minimum pre-qualification criteria. Bidder's should also provide

the documentary evidence of this in their bid submission in a section clearly labelled as “Pre-Qualification Criteria Documents”. Should the bidder fail to complete the below table fully and honestly, the bid is subject to be disqualified.



| No. | Expert Required  | Yes or No<br><br>(If Yes, Specify the Specialist's Name) | Reference Document<br><br>(Location of the CV, expertise, qualification & reference) |
|-----|--|--|--|
| 1   | <b>LEAD ADVISOR / FINANCIAL SPECIALIST</b>   |  |  |
| 1.1 | Minimum Bachelor's degree in relevant academic field<br><br>(i.e. finance, economics, public or business administration)   |  |  |
| 1.2 | <b>Minimum 8 Years relevant experience in:</b> <ul style="list-style-type: none"> <li>• Financial and economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> <li>• Financial assessment and risk modelling</li> <li>• Budget analysis and affordability solutions</li> </ul> |  |  |
| 1.3 | Minimum of one recent traceable project reference of experience submitted. (Please refer to Form Tech 2 and Form Tech 3)   |  |  |
| 1.4 | <b>Minimum 5 years' experience in the Water sector:</b><br><br>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)   |  |  |
| 2   | <b>ECONOMIC / SOCIO-ECONOMIC EXPERT</b>  |  |  |
| 2.1 | <b>Academic qualifications</b><br><br>(i.e. economics)   |  |  |
| 2.2 | <b>Minimum 8 years relevant experience in</b> <ul style="list-style-type: none"> <li>• Economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> </ul>  |  |  |

|          |  |  |  |
|----------|--|--|--|
| 2.3      | Minimum of one recent traceable project reference of experience submitted. <i>(Please refer to Form Tech 2 and Form Tech 3)</i>  |  |  |
| 2.3      | <b>Minimum 5 years' experience in the Water sector</b><br><ul style="list-style-type: none"> <li>• Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)</li> </ul>  |  |  |
| <b>3</b> | <b>FINANCIAL ANALYST</b>   |  |  |
| 3.1      | <b>Academic qualifications</b><br>(i.e. finance, commerce etc.)  |  |  |
| 3.2      | <b>Minimum 5 years relevant experience in</b><br><ul style="list-style-type: none"> <li>• Financial modelling, financial planning, assessment, etc. of large infrastructure projects.</li> </ul>   |  |  |
| 3.3      | Minimum of one recent traceable project reference of experience submitted. <i>(Please refer to Form Tech 2 and Form Tech 3)</i>  |  |  |
| 3.4      | <b>Minimum 5 years' experience in the Water sector:</b><br><ul style="list-style-type: none"> <li>• Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)</li> </ul> |  |  |

***Only bids which satisfy the above pre-qualification criteria will be evaluated for Functional Evaluations and pricing.***

#### **6.4. FUNCTIONAL EVALUATIONS**

##### **6.4.1. RESPONSES TO THE EVALUATION CRITERIA SET OUT**

The proposal submitted by the bidder should at the minimum meet the pre-qualification criteria outlined above after which it will move to the next level of Functional evaluations. The following

submissions must be made to facilitate the evaluation of the Proposal. The electronic file submissions must be appropriately named as specified below (contained within folders if comprising more than one (1) file:

- A **Resource Matrix** indicating the role each individual will fulfill on the team. This matrix should highlight which individuals will fulfill the identified specialist roles.
- **CVs for the Lead Resources** with a clear indication of which specialist role the individual will play on the project, namely Lead Advisor / **Financial Specialist; Economic Expert; and Financial Analyst**.
  - The CVs must clearly state the individual's relevant qualifications and employment history.
  - The CVs must also contain brief descriptions of the key projects that the specialists have worked on, including:
    - the scope, year of commencement and duration of the project,
    - the length of the candidate tenure on the project,
    - their key activities,
    - responsibilities, and
    - achievements on the project.
  - The CVs should be limited to 3 pages and certified copies of all **relevant academic and professional qualifications** should be included in the proposal.
- A **Project Reference List** indicating the names of up to 10 projects that are relevant to the assignment. This should include:
  - the client whom the project was done for;
  - the project duration;
  - the client situation;
  - the project approach; and
  - the project's value addition.Each project description should be no longer than 150 words
- A **Methodology and Approach** proposal to the methodology and approach that will be followed to achieve the project's objectives to developing the financial implication assessment / study:
  - The methodology and approach should also highlight the approach that will be adopted to ensure a quality outcome in the desired timeframe.
  - Project Implementation plan.

#### **6.4.2. EVALUATION CRITERIA**

The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of 75 points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE will be considered.

| No. | Evaluation Criteria   | Scoring for whole element   | Maximum points |
|-----|---|---|----------------|
| 1   | <b>LEAD ADVISOR / FINANCIAL SPECIALIST</b>  |   | <b>25</b>      |
| 1.1 | Minimum Bachelor's degree in relevant academic field<br>(i.e. finance, economics, public or business administration)  | Points for qualification:<br>Bachelor's degree or above = 3 points<br>Anything below a bachelor's degree = 0 points                             | 3              |
| 1.2 | <b>Minimum 8 Years relevant experience in:</b><br><ul style="list-style-type: none"> <li>Financial and economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> <li>Financial assessment and risk modelling</li> <li>Budget analysis and affordability solutions</li> </ul> | Points for experience:<br>$\geq 8$ years = 15 points<br>$\geq 6$ years = 11 points<br>$\geq 5$ years = 8 points<br>Less than 5 years = 0 points | 15             |
| 1.4 | <b>Minimum 5 years' experience in the Water sector:</b><br>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)  | Points for experience:<br>$> 5$ years = 5 points<br>$\geq 3$ years = 4 points<br>Less than 3 years = 0 points                                   | 7              |
| 2   | <b>ECONOMIC / SOCIO-ECONOMIC EXPERT</b>   |   | <b>20</b>      |
| 2.1 | <b>Academic qualifications</b><br>(i.e. economics)  | Points for qualification:<br>Bachelor's degree or above = 3 points<br>Anything below a bachelor's degree = 0 points                             | 3              |

|          |  |  |    |           |
|----------|--|--|----|-----------|
| 2.2      | <p><b>Minimum 8 years relevant experience in</b></p> <ul style="list-style-type: none"> <li>Economic cost benefit analysis of large infrastructure projects, where large refers to individual projects with a project value of over R300 million)</li> </ul>           | <p>Points for experience:</p> <p>&gt; 8 years = 12 points</p> <p>≥ 6 years = 10 points</p> <p>5 years = 8 points</p> <p>Less than 5 years = 0 points</p>       | 12 |           |
| 2.3      | <p><b>Minimum 5 years' experience in the Water sector</b></p> <ul style="list-style-type: none"> <li>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)</li> </ul>  | <p>Points for experience:</p> <p>&gt; 5 years = 5 points</p> <p>≥ 3 years = 3 points</p> <p>Less than 3 years = 0 points</p>                                   | 5  |           |
| <b>3</b> | <b>FINANCIAL ANALYST</b>   |  |    | <b>15</b> |
| 3.1      | <p><b>Academic qualifications</b><br/>(i.e. finance, commerce etc.)</p>  | <p>Points for qualification:</p> <p>Bachelor's degree or above = 2 points</p> <p>Anything below a bachelor's degree = 0 points</p>                             | 2  |           |
| 3.2      | <p><b>Minimum 5 years relevant experience in</b></p> <ul style="list-style-type: none"> <li>Financial modelling, financial planning, assessment, etc. of large infrastructure projects.</li> </ul>   | <p>Points for experience:</p> <p>&gt; 5 years = 8 points</p> <p>&gt; 3 years = 6 points</p> <p>&lt; 3 years = 4 points</p> <p>Less than 2 years = 0 points</p> | 8  |           |
| 3.4      | <p><b>Minimum 5 years' experience in the Water sector:</b></p> <ul style="list-style-type: none"> <li>Related experience in infrastructure projects within the Water sector. Large refers to individual projects with a project value of over R300 million)</li> </ul> | <p>Points for experience:</p> <p>&gt; 5 years = 5 points</p> <p>≥ 3 years = 3 points</p> <p>Less than 3 years = 0 points</p>                                   | 5  |           |

|     |   |  |    |           |
|-----|---|--|----|-----------|
| 4   | <b>PROJECT COMPREHENSION, APPROACH AND METHODOLOGY</b>  |  |    | <b>30</b> |
| 4.1 | <p><b>Comprehension, approach and methodology</b></p> <ul style="list-style-type: none"> <li>- Demonstrate a detailed proposal through <i>inter alia</i> a: <ul style="list-style-type: none"> <li>o work plan for execution of the scope,</li> <li>o project management approach,</li> <li>o timeframe,</li> <li>o team organogram detailing experience of key roles and the support roles</li> </ul> </li> <li>- Provide a detailed understanding of the assignment,</li> <li>- Show clear analysis of key challenges and risks associated with the assignment and adequate proposals to address these,</li> <li>- Concrete suggestions regarding the proposed methodology and approach (do not duplicate the ToRs) and where necessary amendments / additions to the proposed scope.</li> <li>- Detailed level of presentation.</li> </ul> | <p>Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations = 20 points</p> <p>Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risk = 15 points</p> <p>Partially addresses requirements, but overall is not convincing (i.e. scope is not fully addressed, or timeframes are not reasonable) = 10 points</p> <p>Does not address the requirement and is not detailed = 0 points</p> | 20 |           |
| 4.2 | <p><b>Staffing (Support Roles)</b></p> <ul style="list-style-type: none"> <li>• Staffing proposal in line with requirements of TOR and proposed Methodology</li> <li>• Sufficient personnel depth</li> </ul>  | <p>Addresses all requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel= 10 points</p>  | 10 |           |

|          |   |   |           |            |
|----------|---|---|-----------|------------|
|          | <ul style="list-style-type: none"> <li>• Availability of senior backstopping for Key Personnel ie. Suitably qualified &amp; experienced professionals for the following functions: <ul style="list-style-type: none"> <li>○ Finance</li> <li>○ Economic</li> <li>○ Financial Analyst</li> <li>○ Other</li> </ul> </li> </ul> <p>Project manager / coordinator</p> | <p>Partially addresses requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel= 8 points</p> <p>Does not address the requirements = 0 points</p>  |           |            |
| <b>5</b> | <b>CLIENT RELATIONSHIP MANAGEMENT</b>   |   |           | <b>10</b>  |
|          | - Relevant 8 years' experience and track record in client relationship management in financial assessment studies   | <p>Addresses all requirements, demonstrates sound performance related to financial assessment = 10 points</p> <p>Addresses most requirements but is generic and does not convey a comprehensive track record related to financial assessment = 8 points</p> <p>Does not address the requirements = 0 points</p> | 10        |            |
|          | <b>Total</b>  |   |           | <b>100</b> |
|          | <b>Minimum threshold for technical</b>  |   | <b>75</b> |            |

## 7. PRICE AND PREFERENCE

A remuneration proposal, in the remuneration format outlined above, giving professional cost per deliverable item and total VAT must be specified separately as a total. While VAT will be paid pro-rata for each delivery item, it should be indicated as a total sum.



## **8. GOVERNING LAW**

This consultancy contract shall be governed by and interpreted in accordance with the substantive laws of the South Africa.

## **9. CONFIDENTIALITY**

Any confidential information obtained by either party to this Contract, or arising from the implementation of this Contract, shall be treated as confidential by the Party receiving it and shall not be used, divulged or permitted to be divulged to any person not being a Party to this Contract, without the prior written consent of the other Party.

## **10. ACCOUNTABILITY**

During the execution of this contract, the successful service provider will be required to work closely with DBSA and TCTA. The service provider will report to the DBSA on all matters necessary for the execution of the project.

**Schedule A: List of All Stakeholders covered within the Financial Implication Assessment / Study.**

| <b>Name of Institution</b>                   |
|--|
| <b>Department of Water &amp; Sanitation</b>  |
| <b>TCTA</b>                                  |
| <b>Umgeni Water</b>                          |
| <b>eThekwinini Metropolitan Municipality</b> |
| <b>uMgungundlovu District Municipality</b>   |
| <b>Msunduzi Local Municipality</b>           |
| <b>Harry Gwala District Municipality</b>     |
| <b>UGU District Municipality</b>             |
| <b>Ilembe District Municipality</b>          |

## Annexure A

### FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

#### FORM OF OFFER

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

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

**RFP232/2020: Appointment of an Advisor to the Trans-Calendon Tunnel Authority (TCTA) to undertake a financial implication study.**

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

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

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

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

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

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

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

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

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

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



## Annexure A

### Pricing Proposal

These templates (Schedule 1 and Schedule 2) must be completed in full and included as Annexure A to all bids submitted. Professional fees must be inclusive of all Disbursements.

Failure to complete the below forms in full may result in the disqualification of the Bid

#### *Schedule 1- Pricing Schedule*

| <b>Deliverable*</b>                         | <b>Pricing (Rands)</b> |
|---|------------------------|
| a) Inception Report                         |                        |
| b) Draft Financial Implication Study Report |                        |
| c) Final Financial Implication Study Report |                        |
| d) Vat                                      |                        |
| <b>Total</b>                                |                        |

*\*The pricing needs to tally with the pricing in the hours schedule*

Schedule 2- Hours Schedule

| Deliverable                                 | Rate (R/hr) | No. of hrs | Price |
|---|-------------|------------|-------|
| a) Inception Report                         |             |            |       |
| b) Draft Financial Implication Study Report |             |            |       |
| c) Final Financial Implication Study Report |             |            |       |
| <b>Total</b>                                |             |            |       |

Please note that the above rates per hour and pricing should exclude VAT. The total pricing for each deliverable provided in Schedule 1 and 2 should tally.

**Travel and Subsistence**

The following should be a guide in putting the disbursements included in the Professional fees:

- Air travel should be economy class;
- Hotels should be up to a 4 star and per National Treasury maximum allowable rates;
- Car hire should be a group B category;
- Use of own car the costs should be capped at R3,70 per kilometre;
- Overnight allowance should be limited to R397.00;
- Day allowance over 100kms (one way) should be limited to R122.00.

**Annexure B**

**Standard Forms to be completed and submitted with the bids**

**FORM TECH-1**

**Service Provider's Organization and Experience**

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Form TECH-1: a brief description of the Service Provider's organization and an outline of the recent experience of the Service Provider that is most relevant to the assignment. In the case of a joint venture or subcontract arrangement, information on similar assignments shall be provided for each partner or Subcontractor. For each assignment, the outline should indicate the names of the Service Provider's Key Personnel and Subcontractors who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a subcontract arrangement, the amount paid to the Service Provider), and the Service Provider's role/involvement. Kindly note that the DBSA reserves the right to contact the references provided.

**A - Service Provider's Organization**

{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture or subcontract arrangement – of each company who will be involved in delivering the Services.}

**B - Service Provider's Experience**

List of project references (up to 10 Projects)



|   | Project Name | Duration                    | Assignment name/& brief description of main deliverables/outputs                           | Name of Client & Country of Assignment | Client Key Contact person and Contact details | Approx. Contract value (in ZAR) Amount paid to your firm | Approx. Transaction value (in ZAR) | Role on the Assignment             | Relevance of Assignment for this tender |
|---|--------------|-----------------------------|--|--|---|--|------------------------------------|------------------------------------|---|
| 1 |              |                             |  |  |   |  |                                    |                                    |   |
| 2 |              | {e.g., Jan.2015 – Apr.2016} | {e.g., "Improvement quality of.....": designed master plan for rationalization of .....; } | {e.g., Ministry of ....., country}     | Name: Number : Email:                         | {e.g., ZAR....}  |                                    | {e.g., Lead partner in a JV A&B&C} |   |
| 3 |              |                             |  |  |   |  |                                    |                                    |   |
| 4 |              |                             |  |  |   |  |                                    |                                    |   |

**FORM TECH- 2**

**Key Resources Project Experience**

Form Tech 2- The following key resources are required to provide details of their respective project experience that is most relevant to the assignment:

- Financial Specialist;
- Economic Expert; and
- Financial Analyst

For each project reference, the outline should indicate, the duration of the assignment, the contract amount, the amount paid to the Service Provider), and the Service Provider’s role/involvement. (Kindly note that DBSA reserves the right to contact the references provided)

Resource: (i.e. Financial Specialist)

Name of Key Resource:

|   | <b>Project Name</b> | <b>Duration</b>             | <b>Assignment name/&amp; brief description of main deliverables/outputs</b>               | <b>Name of Client &amp; Country of Assignment</b> | <b>Client Key Contact person and Contact details</b> | <b>Approx. Contract value (in ZAR)/Amount paid to your firm</b> | <b>Approx. Transaction value (in ZAR)</b> | <b>Resource’s specific Role in the Assignment</b>                             | <b>Relevance of Assignment for SHIP MO</b> |
|---|---------------------|-----------------------------|---|---|--|---|---|---|--|
| 1 |                     |                             |   |   |  |   |   |   |  |
| 2 |                     | {e.g., Jan.2015 – Apr.2016} | {e.g., “Improvement quality of.....”: designed master plan for rationalization of .....;} | {e.g., Ministry of ....., country}                | Name:<br>Number<br>:<br>Email:                       | {e.g., ZAR....}   |   | {e.g., Team leader, financial model, cost estimate, project management (etc)} |  |

**FORM TECH- 3**

**CURRICULUM VITAE (CV)**

|   |                              |
|---|------------------------------|
| <b>Position Title and No.</b>               | {e.g., Financial Specialist} |
| <b>Name of Expert:</b>                      | {Insert full name}           |
| <b>Date of Birth:</b>                       | {day/month/year}             |
| <b>Country of<br/>Citizenship/Residence</b> |                              |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| <b>No of years and Period</b> | <b>Employing organization your title/position and location of the project. Contact information for references</b>       | <b>Does experience relate to the Water (Yes/No)</b> | <b>Detailed summary of activities performed, responsibilities and achievements relevant to the Assignment including precise role undertaken</b> |
|-------------------------------|---|---|---|
| [e.g., May 2015-present]      | [e.g., Ministry of ....., advisor/consultant to...<br><br>For references: Tel...../e-mail.....; Mr. B, deputy minister] |   |   |
|                               |   |   |   |
|                               |   |   |   |

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Availability to work on the assignment:** \_\_\_\_\_

---

## DECLARATION OF INTEREST

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

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

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

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

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

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

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

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

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

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

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

.....  
.....

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4. DECLARATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

## 1.1.7

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or        | $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |

Where

- Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmin = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

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

|   |            |            |
|---|------------|------------|
| <b>Designated Group: An EME or QSE which is at last 51% owned by:</b> | <b>EME</b> | <b>QSE</b> |
|   | √          | √          |

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

**OR**

- Any EME
- Any QSE

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

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....  
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

|           |
|-----------|
| WITNESSES |
| 1. ....   |
| 2. ....   |

|                                     |
|-------------------------------------|
| .....<br>SIGNATURE(S) OF BIDDERS(S) |
| DATE:.....                          |
| ADDRESS.....<br>.....<br>.....      |

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

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

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

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

**SBD 8**

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

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

.....  
SignatureDate

.....  
Position Name of Bidder

## **Annexure F**

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

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

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

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

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

**[General Conditions of Contract]**

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

**PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL 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:

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



## Tax Compliant Status and CSD Registration Requirements

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

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

**CSD Registration Number:**



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

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