

**REQUEST FOR PROPOSALS**

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b>	
<b>BID NUMBER:</b>	<b>RFP131/2020</b>
<b>COMPULSORY BRIEFING SESSION</b>	<b>N/A</b>
<b>CLOSING DATE:</b>	<b>30 SEPTEMBER 2020</b>
<b>CLOSING TIME:</b>	<b>23H55 via <b>ONE DRIVE LINK</b></b>
<b>VALIDITY PERIOD:</b>	<b>120 days</b>
<b>DESCRIPTION OF BID:</b>	<b>PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT SOL PLAATJE LOCAL MUNICIPALITY WITH THE DEVELOPMENT OF A REVENUE ENHANCEMENT PROGRAMME</b>
<b>BID SUBMISSIONS ELECTRONICALLY:</b>	<ol style="list-style-type: none"> <li>1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to <a href="mailto:fikileSCM@dbsa.org">fikileSCM@dbsa.org</a> – ONLY</li> <li>2. No – Tender Submission Link requests will be accepted after 16h00 on the 25 SEPTEMBER 2020. Any requests after the stipulated date and time will be disregarded.</li> <li>3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</li> <li>4. Bidders who have received submission Links that have errors, will be provided with new Links for use.</li> </ol>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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

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

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**PART A  
INVITATION TO BID**

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

**BID NUMBER: RFP131/2020**

**CLOSING DATE: 30 SEPTEMBER 2020**

**CLOSING TIME: 23H55**

**DESCRIPTION: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT SOL PLAATJIE LOCAL MUNICIPALITY (SLM) WITH THE DEVELOPMENT OF A REVENUE ENHANCEMENT PLAN**

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

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**Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.**

**The One Drive link provided will be valid till 23H55 on the closing date.**

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

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

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

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

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>	
<b>POSTAL ADDRESS:</b>	
<b>STREET ADDRESS:</b>	
<b>CONTACT PERSON (FULL NAME):</b>	

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

<b>1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]
<b>1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW]
<b>1.1.3 SIGNATURE OF BIDDER</b>	.....
<b>1.1.4 DATE</b>	
<b>1.1.5 FULL NAME OF AUTHORISED REPRESENTATIVE</b>	
<b>1.1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. 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 these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Bid document (clearly marked as <b>FOLDER 1</b> and <b>FOLDER 2</b> ); separated into <b>FOLDER 1</b> – Pre - Qualifying documents and functional proposal <b>FOLDER 2</b> – Financial proposal <b>Failure to comply will result in Disqualification of the Bid.</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part B:</b> Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part D:</b> Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part E: Specifications/Terms of Reference</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> 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 0 (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 of this Part C.
- 1.19 Price and Preferential Points Assessment** means the process described in clause 27.2 of this Part C, as prescribed by the PPPFA.
- 1.20 Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 Request for Proposal or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 SARS** means the South African Revenue Service.
- 1.23 Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 SLA** means service level agreement.
- 1.25 SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 State** means the Republic of South Africa.
- 1.28 Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## **2. INTERPRETATIONS**

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

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

## **3. TENDER TECHNICAL AND GENERAL QUERIES**

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: [fikilem@dbsa.org](mailto:fikilem@dbsa.org) and [fikileSCM@dbsa.org](mailto:fikileSCM@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	11 / 09 / 2020
RFP document available	11 / 09 / 2020
Non-Compulsory Briefing session	Non-Applicable
Closing date for tender enquiries	25 / 09 / 2020 at 16h00
<b>Closing date and time</b>	30 / 09 / 2020 at 23H55
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 - ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to [fikileSCM@dbsa.org](mailto:fikileSCM@dbsa.org) - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 25 SEPTEMBER 2020. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

#### 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**

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

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

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

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

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

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

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

## **10. REPRESENTATIONS**

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

## **11. CONFIDENTIALITY**

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 [fikilescm@dbsa.org](mailto:fikilescm@dbsa.org)
- 12.3** Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4** The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 12.5** Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail,

as well as on the DBSA's website without identifying the person or organisation which submitted the question.

- 12.6** In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7** A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

### **13. UNAUTHORISED COMMUNICATIONS**

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

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

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

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

- 15.1** Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1** the preparation or lodgement of their Bid
  - 15.1.2** the evaluation and clarification of their Bid; and
  - 15.1.3** the conduct of negotiations with the DBSA.

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

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

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

**16.1** Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([scmqueries@dbsa.org](mailto:scmqueries@dbsa.org))

**16.2** The written complaint must set out:

**16.2.1** the basis for the complaint, specifying the issues involved;

**16.2.2** how the subject of the complaint affects the organisation or person making the complaint;

**16.2.3** any relevant background information; and

**16.2.4** the outcome desired by the person or organisation making the complaint.

**16.3** If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

## **17. CONFLICT OF INTEREST**

**17.1** A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

**17.2** The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

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

## **18. LATE BIDS**

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

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

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

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

**19.1** Bidders are responsible for:

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

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

**19.1.3** ensuring that their Bids are accurate and complete;

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



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

## **20. PREPARATION OF BIDS**

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

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

- 21.1** Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2** The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 21.3** The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

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

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

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

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

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

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

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

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

## **25. USE OF BIDS**

**25.1** Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

**25.2** Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

## **26. BID ACCEPTANCE**

All Bids received must remain open for acceptance for a minimum period of 120 (One hundred and Twenty) 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 – RESPONSIVENESS**

**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>Bidder to indicate Compliance (Y/N)</b>
<b>1</b>	Adherence in submitting Tender as two-stage folders: <b>Folder 1:</b> Pre-qualifiers and functionality proposal <b>Folder 2:</b> Financial proposal	<b>Pre-Qualifier</b>	Y	

<b>2</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>	Y	
<b>3</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 minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:  (i). an EME or QSE which is at least 51% owned by black people.	<b>Pre-Qualifier</b>	Y	

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

	<b>Responsiveness Criteria</b>	<b>Clarification Time</b>	<b>Applicable to this Tender (Y/N)</b>	<b>Bidder to indicate Compliance (Y/N)</b>
<b>4</b>	Standard conditions of tender as required.	48 hours	Y	
<b>5</b>	Returnable documents completed and signed.	48 hours	Y	
<b>6</b>	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	48 hours	Y	
<b>7</b>	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y	

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

## **27.2 SECOND STAGE: FUNCTIONAL EVALUATIONS**

### **27.2.1. FUNCTIONAL EVALUATION CRITERIA**

The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to development facilitation, environment, health and safety. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project.

The respondent must explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should include the methodologies to be adopted to achieve the intentions of the proposed approach. The approach should include a project plan that outlines processes, procedures and associated resources, the applicants and times to achieve requirements. Further, it ought to indicate risk management, quality assurance measures to be effected, and acceleration delivery methods to be used to ensure delivery within anticipated programme timelines.

The functional evaluation for this bid will be based on the criteria outlined in the table below:

ITEM	FUNCTIONALITY	MAX NUMBER OF POINTS	SCORING GUIDELINE
<b>A</b>	<b>PROPOSED APPROACH AND METHODOLOGY</b>		
	<b>Details of the proposed methodology and approach that the Tenderer intends to follow with regard to the effective provision of the professional services required in infrastructure planning, project implementation, and associated project support services for the delivery of the said project.</b>	<b>20</b>	
1.	All the aspects are addressed in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of the scope of work. The approach paper details ways to create value in addition to the specified aspects this includes assessment of various types of interventions, prioritisation etc.	20	Excellent = 20
2.	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The tenderer addresses fully all the specified aspects of the paper		Good = 15
3.	The approach is generic and not tailored to address the specific project objectives and methodology. The tenderer only addresses fully two of the specified aspects of the paper		Satisfactory = 10
4.	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer only addresses fully one of the specified aspects of the paper		Poor = 5
5.	No response. Failed to address the question / issue		Non-Responsive = 0

<b>B</b>	<b>EXPERIENCE OF THE TENDERER (LEAD TENDERER AND ENTITIES IN JV, CONSORTIUM, ASSOCIATION, etc)</b>	<b>30</b>	
1.	Tenderer's completed Revenue Enhancement Programmes	15	<b>Excellent: 4 and above Revenue Enhancement Projects = 15 points</b> <b>Good: 3 Revenue Enhancement Projects = 12 points</b> <b>Good: 2 Revenue Enhancement Projects = 8 points</b> <b>Poor: 1 Revenue Enhancement Project = 5 points</b> <b>Non-responsive: 0 Revenue Enhancement Projects = 0 point</b>
2.	Tenderer has successfully implemented Revenue Enhancement Projects including installation of bulk water meters and electricity meters projects from project planning, design, monitoring and supervision and commissioning stage (as a consultant or Professional Service Provider)	15	<b>Excellent: 4 and above Revenue Enhancement Projects = 15 points</b> <b>Good: 3 Revenue Enhancement Projects = 12 points</b> <b>Good: 2 Revenue Enhancement Projects = 8 points</b> <b>Poor: 1 Revenue Enhancement Project = 5 points</b> <b>Non-responsive: 0 Revenue Enhancement Projects = 0 point</b>
<b>C</b>	<b>TENDERERS PROPOSED KEY RESOURCES/EXPERTS: Lead Tenderer and Entities in JV, Consortium, Association, etc.):</b>		
	Tenderer's experience and track record in providing professional services required in Revenue Enhancement Programmes within the Municipal environment, and associated project support services for the delivery of revenue enhancement programmes and projects, including municipal infrastructure. _ (attach CVs and proof of registration)	<b>40</b>	
1.	<b>PROJECT MANAGER AND TEAM LEADER: CIVIL ENGINEERING</b> <b>Professional Body:</b> Registered Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). <b>Qualifications:</b> BSc degree in Civil Engineering or B Tech in Civil Engineering <b>Experience:</b> Must have civil engineering experience in water infrastructure services provision. <b>Number of years' experience:</b> Preferably 5 years post registration within the municipal environment <b>OR</b> <b>Professional Body:</b> Professional membership with the South African Institute of Chartered Accounts (SAICA) or the Chartered Institute of Government Finance Audit and Risk Officers (CIGFARO) <b>Qualifications:</b> An appropriate degree in Accounting/ Auditing or Financial Management or Public/Business Management.	<b>10</b>	<b>Excellent: 5 years and above = 10 points</b> <b>Good: 4 years = 8 points</b> <b>Acceptable: 3 -2 years = 6 points</b> <b>Poor: 1 year = 4points</b> <b>Non-responsive: 0 years = 0 point</b>

	<b>Experience:</b> Must have at least 5 years' post-registration experience in Revenue Enhancement projects in the municipal sphere in South Africa.		
2.	<b>REVENUE ENHANCEMENT SPECIALIST:</b> <b>Qualifications:</b> B.com/similar qualification <b>Experience:</b> with at least 3 relevant municipals RE projects on CV	8	<b>Excellent: 3 years and above = 8 points</b> <b>Good: 2 years = 6 points</b> <b>Poor: 1 year = 4points</b> <b>Non-responsive: 0 years = 0 point</b>
3.	<b>CIVIL ENGINEER:</b> <b>Registration Body:</b> Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). <b>Qualification:</b> BSc degree in Civil Engineering or B Tech in Civil Engineering <b>Experience:</b> Must have at least 3 years' experience in municipal infrastructure services and water meter replacement Projects on CV in South Africa	8	<b>Excellent: 3 years and above = 8 points</b> <b>Good: 2 years = 6 points</b> <b>Poor: 1 year = 4points</b> <b>Non-responsive: 0 years = 0 point</b>
4.	<b>ELECTRICAL ENGINEER:</b> <b>Registration Body:</b> Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). <b>Qualifications:</b> BSc degree in Electrical Engineering or B Tech in Electrical Engineering <b>Experience:</b> Must have at least 3 years' experience in municipal meter replacement Projects on CV in South Africa	8	<b>Excellent: 3 years and above = 8 points</b> <b>Good: 2 years = 6 points</b> <b>Poor: 1 year = 4points</b> <b>Non-responsive: 0 years = 0 point</b>
5.	<b>GEO-INFORMATION SCIENCE (GIS) EXPERT:</b> <b>Registration Body:</b> Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors (PLATO) established in terms of Act 40 of 1984, and preferably be a member of the Geo-Information Society of South Africa (GISSA). <b>Qualifications:</b> Bachelor's Degree in information Science or in Land Surveying. <b>Experience:</b> Must have at least 3 years' experience in the planning and establishment of GIS systems for public or private sector entities in South Africa	6	<b>Excellent: 3 years and above = 6 points</b> <b>Good: 2 years' = 4 points</b> <b>Poor: 1-year = 2 points</b> <b>Non-responsive: 0-years = 0 points</b>

<b>D PROPOSED APPROACH TO TRANSFER SKILLS / KNOWLEDGE TO MUNICIPAL OFFICIALS WORKING IN THE SAME SECTOR:</b>			
	<b>The skills and knowledge Transfer must respond to the proposed Scope of Work and outline the proposed approach/methodology</b>	<b>10</b>	
1.	In addition to meeting the Employer's requirements on skills transfer, the Tenderer has sufficiently demonstrated that they have prior experience and ability on skills and knowledge transfer	<b>10</b>	Excellent= 10
2.	The Skills and Knowledge proposal was specifically tailored for the project and the Employer's objectives as described in the scope of work		Satisfactory = 7
3.	The skills and knowledge proposals are generic and not project specific. It does not address the main objectives of the Employer		Poor = 3
4.	No Skills and Knowledge Transfer submission made		Non-response = 0
	Minimum Threshold	<b>70</b>	
	<b>Maximum points total</b>	<b>100</b>	

A minimum of 70 points out of a 100 for the functional/ evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and BBBEE. Bidders that do not score 70 points or higher at this stage of the evaluation will not be disqualified.

#### **27.2.2. EXPERIENCE OF THE TENDERER'S PROPOSED KEY EXPERTS**

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

- (a) The tenderer must consult the Tender Documentation which indicates the list of minimum key personnel required as well as qualifications.
- (b) All the key staff shall be proficient in the use (both verbal and written) English language.
- (c) In addition to the Personnel Schedule, the Tenderer shall also provide a Contract project organisational chart showing the team composition for each activity/phase/stage giving the team member names (only key team members need be included by name), position on team, and reporting relationship to other team members.
- (d) Key professional staff of the tenderer should be permanently employed forming part of the Tenderer or have an extended and stable working relationship with the applicable Bidder. In addition, the staff should be readily available to the employer for discussions at, typically, less than a week's notice.



**SUMMARY DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S  
PROPOSED KEY RESOURCES / EXPERTS**

*Table to be completed for the Key Resources*

<b>KEY EXPERT 1: PROJECT MANAGER AND TEAM LEADER: CIVIL ENGINEERING</b>				
<b>Name</b>	<b>Current Job Title</b>	<b>Qualifications</b>	<b>Professional Registration &amp; Registration Nr.</b>	<b>Related work completed over the past 3 Years</b>
<b>KEY EXPERT 2: REVENUE ENHANCEMENT SPECIALIST</b>				
<b>Name</b>	<b>Current Job Title</b>	<b>Qualifications</b>	<b>Professional Registration &amp; Registration Nr.</b>	<b>Related work completed over the past 3 Years</b>
<b>KEY EXPERT 3: CIVIL ENGINEER</b>				
<b>Name</b>	<b>Current Job Title</b>	<b>Qualifications</b>	<b>Professional Registration &amp; Registration Nr.</b>	<b>Related work completed over the past 3 Years</b>

<b>KEY EXPERT 4: ELECTRICAL ENGINEER</b>				
<b>Name</b>	<b>Current Job Title</b>	<b>Qualifications</b>	<b>Professional Registration &amp; Registration Nr.</b>	<b>Related work completed over the past 3 Years</b>
<b>KEY EXPERT 5: GEO-INFORMATION SCIENCE (GIS) EXPERT</b>				
<b>Name</b>	<b>Current Job Title</b>	<b>Qualifications</b>	<b>Professional Registration &amp; Registration Nr.</b>	<b>Related work completed over the past 3 Years</b>

**Note:** A CV of each of the proposed team members of not more than 5 pages should be attached to this schedule after the above summary details tables

### **27.2.3. EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE**

- a) **The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects within the provision of revenue enhancement planning and management including meter installations in the municipal environment over the past 3 years will be evaluated.** Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule
- b) **Experience of Key Experts:** Provide CVs demonstrating experience of the resource where similar assignments were undertaken in the municipal environment over the past 3 years. Tenderers should very briefly describe the experience in this regard in the attached Schedule or separate document.



<b>EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 3 YEARS IN: REVENUE ENHANCEMENT PLANNING AND MANAGEMENT IN THE MUNICIPAL SPHERE</b>				
<b>Employer, contact person and telephone number and email address</b>	<b>Description of Professional Services Provided in Revenue Enhancement Planning and Management.</b>	<b>Value of Service provided (inclusive of VAT (Rand))</b>	<b>Date Service Commenced</b>	<b>Date Service Ended</b>

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

### **27.3 THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT**

**27.3.1** The Third 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

#### **27.3.2 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.

#### **27.3.3 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.

#### **27.3.4 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).

**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.**

### **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 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** to split the award based on the value for money, stock availability and lead time to delivery;
- 34.1.11** 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  $\checkmark$  or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

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

#### 36.1.1

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

#### 36.1.2

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

#### 36.1.3

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

reasons why such vendor's or any other proposal was accepted or rejected.		
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**36.1.4**

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

**36.1.5**

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

**36.1.6**

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

**36.1.7**

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

**36.1.8**

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

**36.1.9**

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

**36.1.10**

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

**36.1.11**

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

**36.1.12**

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

**36.1.13**

<p>The Bidder should not qualify the proposal with own conditions.</p> <p><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.</p>	<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	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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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.		
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**36.1.15**

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

**36.1.16**

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

**36.1.17**

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

**36.1.18**

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

right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.		
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**36.1.19**

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

**36.1.20**

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

**36.1.21**

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

**36.1.27**

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

**36.1.28**

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

**36.1.29**

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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.		

**36.1.30**

<b>The following will be grounds for disqualification:</b> <ul style="list-style-type: none"> <li>• Unsatisfactory performance under a previous public contract in the past 5 years, provided that</li> </ul>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> <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 to manage its concentration risk. This threshold is currently set at R10 million for consultancy services.</li> </ul>		
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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)

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.....

.....



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

Cell Number: .....

Email Address.....

**PART E**

**SCOPE OF WORK**

**TERMS OF REFERENCE AND SCOPE OF WORK FOR THE SOL PLAATJE LOCAL MUNICIPALITY (SPLM): REVENUE ENHANCEMENT PROGRAMME AND INSTALLATION OF BULK WATER AND ELECTRICITY METERS**

**1. BACKGROUND:**

The Sol Plaatje Local Municipality is a Category B municipality located in the Frances Baard District in the Northern Cape Province. It is bordered by Dikgatlong in the north, the Pixley ka Seme District in the south and west, and the Free State Province in the east. It is one of the four municipalities that make up the district, accounting for a quarter of its geographical area. It includes the diamond mining city of Kimberley.

Sol Plaatje Municipality is named after Solomon Tshekisho Plaatje, who was a South African intellectual, journalist, linguist, politician, translator and writer. Solomon Plaatje was born just outside Boshof, formerly the Orange Free State (now Free State Province).

## **2. APPROACH**

It is the Development Bank of Southern Africa's (DBSA) goal to approach the project in an integrated and multidisciplinary nature. In line with this goal, the DBSA requires the services of a multidisciplinary team of professionals who possess relevant and appropriate skills, including technical and financial, in the areas of municipal revenue enhancement and all its associated disciplines.

**Should the PSP prefer to use a subcontractor for the installation of meters a proven track record for installation of smart electricity meters and bulk water meters must be provided.**

The PSP is required to provide proposals for the development and implementation of the revenue enhancement Programme.

It is a minimum requirement that the procured team members of a professional service provider should be experienced, skilled and registered with a relevant professional body.

## 1. REVENUE ENHANCEMENT PROGRAMME SCOPE OF WORK

The Scope of Work under this appointment will include two components:

- a) Assessment and desktop activities.
- b) Meter installations.

The Scope of Work is outlined in the table below.

NO	KEY ACTIVITY	SCOPE OF WORK AND DELIVERABLES	OUTPUTS
<b>Assessments and desktop activities</b>			
<b>1</b>	<b>Existing situation assessment</b>	a) Obtain all relevant existing information, documentation and mapping all processes within the following in the Revenue Management Value Chain and any other related process that may impact on the municipality's ability to maximise revenue collection:	Report Analysis.      Situation
		- <b>Legal and institutional</b> (structures, capacity, reporting, internal audit, AG report, policies etc.)	
		- <b>Meter installations</b> (communication, control, completeness of information, etc.)	
		- <b>Data management</b> (control over master files, correctness of data, etc.)	
		- <b>Meter readings</b> (method, controls, time schedule, capacity, accessibility, integrity etc.)	
		- <b>Billing</b> (tariff control, time schedule, account layout, printing process, distribution, sales statistics, etc.)	
		- <b>Receipt management</b> (payment methods, pay points, capacity, cashier hours, un-allocated deposits, security, etc.)	
		- <b>Credit control</b> (SLA's, electricity dis-and reconnections, water restrictions and normalisation, property rate defaulters, arrangement management, prepaid control, etc.)	
		- <b>Debt management</b> (payment rate, recovery percentage, Organs of State, group accounts, legal actions, etc.)	

		<p><b>-Indigent management</b> (application process, evaluation/approval, register, renewal process, equitable share, consumption monitoring, audits, etc.)</p> <p><b>Customer care</b> (help desk, recording/log system, remote offices, awareness campaigns, community participation, etc.)</p> <p><b>-Service departments</b> (bulk availability, interruptions, quality, standards, maintenance, distribution losses, capacity, etc.)</p> <p>b) Assess and review the information and identify information gaps. The results of this will be the basis of the "road-map" and the Strategy Report.</p>	
2	<p><b>Data Base Cleansing (30 000 priority accounts in consultation with SPLM)</b></p>	<p><b>Water and Electricity Services</b></p>	a) Data cleansing report for water, sanitation and electricity services including:
		a) Access information and assess current situation regarding revenue management in the Municipality. This shall include mapping out of all billing related processes, including meter procurement, materials management, meter installation and meter maintenance.	<input type="checkbox"/> Detailed oversight of all data cleansing activities.
		b) Identify key anomalies that require correction including: duplicate accounts, missing accounts, active/inactive accounts.	<input type="checkbox"/> Illustration of revenue improvements against benchmark figures.
		c) Verify account status (active/inactive) and include as reporting indicator.	
		d) Investigate all categorise of debtors i.e. industrial, commercial, domestic etc.	
		e) Update and ensure completeness of customer key information on billing system, including first name or initials and surname, contact telephone numbers and Identification Document (IDs), household data, such as combined household income, primary sources of income.	
		f) Prepare a list of all accounts that may require to be written off.	
		g) Comprehensive data cleansing of properties of SPLM to ensure billing integrity.	
3	<b>Indigent register</b>	Review of the SPLM Indigent register and processes in line with the guidelines of the Department of Corporate Governance and Traditional affairs	Recommendations for an updated SPLM indigent register
4	<b>Final Revenue Enhancement Programme</b>	Develop a Final Report for the Implementation of the Revenue Enhancement Programme and priority findings identified under this assignment.	Revenue Enhancement Programme
5	<b>Consolidated Final report and Presentation</b>	A consolidated Revenue Enhancement Strategy and Implementation Report and Presentation	Consolidated report with detailed recommendations
<b>Meter Installations</b>			

6	Smart electricity meters	<p>A pilot replacement/Installation of up to <b>250 Smart Electricity Meters for large power consumers</b> in an area agreed with the SPLM. Typical meter specifications are outlined below:</p> <p><b>E550 electricity meter from Landis+Gyr 160A (or similar). Direct connect meter incl. under the terminal cover modem.</b></p> <p>Tasks will include:</p> <ul style="list-style-type: none"> <li>O Normalising and replacement of illegal connections</li> <li>O Supply and installation of smart meters</li> </ul>	Replacement/Installation of up to <b>250 Smart Electricity Meters</b> (in area to be agreed with SPLM)
7	Bulk water meter installations	<p>From previous water management initiatives, the Sol Plaatje Municipal area has been divided into specific zones to determine water consumption and losses in those zones. Bulk meters have been installed as per the information supplied to the DBSA team, however some of those meters are not operational as indicated and not all meters has been installed as per the plan.</p> <p>From this we can conclude the following;</p> <ul style="list-style-type: none"> <li>• This will also form the platform for prioritisation of which areas will be addressed first.</li> <li>• That the bulk meters will categorise the revenue enhancement strategies that will be required per zone in terms of water pipe and meter replacement programs.</li> <li>• That zones must be isolated completely for the data to be accurate.</li> </ul> <p>The assessment and desktop studies will be imperative in determining the installation of additional meters over and above the replacement of faulty meters that will be required for the revenue enhancement program to be effective. At this stage it is estimated that additional 18 meters (subject to availability of funding) of various sizes will be required but the assessment will provide more accurate details. Also, the more zones we incorporate into the program the more accurate of the data deduced will be.</p> <p>At this stage the replacement of a maximum of 5 bulk water meters which are faulty has been identified as agreed with the SPLM and an additional 13 will be required. Typical meter specifications for new meters are outlined below:</p> <p>Meter size 450mm x 2 Make: SENSUS Meter size 250mm x 3 Make: SENSUS</p> <p>Tasks will include:</p> <p>Supply and installation of new bulk meters (up to 5) in areas agreed with the SPLM. <b>Bulk meter replacement will not require construction of new valve chambers but will be limited to replacement or installation of meters in existing chambers ONLY.</b></p>	Replacement of a <b>maximum of up to 18 bulk</b> water meters as agreed with SPLM (As funding allows).



## **2. PRICE SCHEDULE/COSTING MODEL**

A financial proposal should be included in a separate envelope. Pricing evaluation will be based on a fixed amount for work conducted under Phase 1 of the Revenue Enhancement Programme.

### **a) Fixed cost proposal**

The fixed cost will allow for:

- Situation assessment covering the entire Revenue Management Cycle;
- Database cleansing (30 000 priority accounts);
- Indigent register review and recommendations, and
- A pilot installation of smart/pre-paid meters (maximum 250) and replacement of 5 (maximum) bulk water meters.

The bidder should price for the fixed amount component of work as outlined under Section **Error! Reference source not found.** Scope of Work.

- All expenditure and disbursements should be provided for in the above price schedule.
- All prices/fees should exclude VAT.

## **3. PROJECT TIMEFRAME**

The successful bidder will be allowed 10 months to complete the tasks as outlined in the ToR. A detailed project schedule should be included as part of the bid submission clearly indicating different tasks, interdependencies and task durations.

## **4. PROGRAMME GOVERNANCE**

The successful bidder will report to the SPLM Programme Steering Committee (PSC). The PSC will provide a governance and oversight function.

The Programme governance structures will function as follows:

- Chaired by the dedicated SPLM Programme Manager for the duration of the programme

- Staff representing the SPLM and DBSA
- Providing strategic direction to the project and responsible for the high-level decision making on the project scope and budget.
- Monitoring and evaluation of all elements of the project progress.
- Monthly meeting frequency.
- Final approval of changes to any project scope, project execution and or budget.

## 5. PROPOSED PROJECT TEAM

### a) Minimum Requirements

The minimum required qualifications for the proposed team members are outlined in the table below.

**Table 8.1 (a): Minimum required qualifications**

KEY RESOURCE	MINIMUM QUALIFICATION FOR EACH KEY RESOURCE	EXPERIENCE
Team Leader	CA (SA) / CFA Charter Holder or B.Eng (civil / electrical)	As per scoring criteria
Municipal Revenue Enhancement Specialist	BCom/financial management or similar	As per scoring criteria
Municipal Engineer:	Pr. Eng Civil or a Professional Engineering Technologist	As per scoring criteria
	Pr. Eng Electrical or a Professional Engineering Technologist	
GIS and CAD	GIS/CAD systems	As per scoring criteria

## 6. PROJECT PROPOSAL

A detailed project proposal, project team structure and project implementation schedule must be provided. The project proposal must describe and demonstrate the approach and methodology for carrying out the outlined activities.

It will be expected from the Professional Services Provider to prepare a Project Implementation Plan (PIP) setting out the project deliverables against which to measure the progress of the project and the project budget and to ensure compliance with the obligations of the Professional Service Provider within 7 days after the inception meeting. This should be accompanied with a cash-flow projection and a risk management register.



## **7. REPORTING**

The PSP will prepare monthly reports that are to be presented at the steering committee meeting.

## **8. CONTACT PERSON**

Technical queries only to be directed to the DBSA technical team through the DBSA Procurement Unit via email to [fikilescm@dbsa.org](mailto:fikilescm@dbsa.org) and the tender reference number is to be quoted.

## **9. LOCATION OF THE SERVICES**

### **9.1 SITE INFORMATION**

The Professional Services Provider is expected to provide the services in the Sol-Plaatje Local Municipality.



## Annexure A

### FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

**(Note: This section must be separated from the pre-qualifying and functional electronic proposal. FORM OF OFFER AND PRICING SCHEDULE (ANNEXURE A) SUBMISSION MUST BE IN A SEPARATE FOLDER MARKED "PRICING PROPOSAL". Failure to separate this, will lead to disqualification of the bid)**

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

**RFP131/2020: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT SOL PLAATJIE LOCAL MUNICIPALITY (SLM) WITH THE DEVELOPMENT OF A REVENUE ENHANCEMENT PLAN**

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** \_\_\_\_\_

\_\_\_\_\_  
**(Name and address of organisation)**

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

**Date** \_\_\_\_\_

## PRICING SCHEDULE

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

## GENERAL PRICING ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work and the relevant statutory body.
2. The bidder must price for normal services as contained in the Government Gazette.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them: The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts.

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.

5. The rates, sums, professional fee and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. The PSP will be paid per completed deliverable as outlined in the Pricing Data. Completion of a deliverable will mean a deliverable duly submitted by the PSP to the Project Steering Committee (PSC) meeting and approved (signed-off) by the PSC members.
8. Tenderers are to note that the planning for this contract is based on the Employer's budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard.
9. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals.
10. **All Operational Expenses:** These expenses are not applicable to this contract.
11. **Printing /Copying Expenses:** These expenses are not applicable to this contract.

**12. Payment is on the basis of achievement of specific deliverables:** The Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables within the scope of work. The pricing schedules have been aligned to the specific deliverables expected from the Service Providers. Where the Service Provider submits monthly invoices (accounts) for fees and reimbursements during the performance of the Services, the Employer shall make remunerations and reimbursements only for the items on the invoices where the specific deliverables have indeed been completed and approved by the Project Steering Committee (PSC).

This assignment will be based on a lump sum (fixed price) contract in ZAR Rands. The template below must be completed in full and included to Pricing Proposal (**Breakdown of fees**) submitted by the bidder. **Failure to complete in full will result in the bid being disqualified.**

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	FEE BASIS	DURATION (Maximum)	TOTAL PROFESSIONAL FEE FOR SCOPE OF WORK (Excl. VAT) (Rand)
1.	Stakeholder Engagement and Establishment of a REP Work Team			
2.	Existing Situation Assessment (Including workshopping of the completed milestone to the municipal structures)			
3.	Data Cleansing: 30 000 priority accounts (Including workshopping of the completed milestone to the municipal structures)			
4.	Review Indigent Register as per the given Scope of work			
5.	Final Revenue Enhancement Programme including Prioritisation and costing of interventions and proposals for financing solutions Consolidation and Submission of the Draft REP Report to various SPLM portfolio Committees for inputs			
6.	Consolidation and Submission of the Final REP Report and presentation to Council for acceptance and Endorsement			

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	FEE BASIS	DURATION (Maximum)	TOTAL PROFESSIONAL FEE FOR SCOPE OF WORK (Excl. VAT) (Rand)
<b>SUB_TOTAL_1 OF PROPOSED FEES SCHEDULE (Excl. VAT)</b>				
	<b>METER INSTALLATIONS</b>			
7.	Smart Electricity Meters 250 No.			
8.	Bulk Water Meters as per the Scope of Work			
<b>SUB_TOTAL_2 OF PROPOSED FEES SUMMARY SCHEDULE (Excl. VAT)</b>				
<b>GRAND_TOTAL: SUMMARY (Excl. VAT)</b>				
<b>ADD 10 % CONTIGENCIES</b>				
<b>TOTAL</b>				
<b>ADD 15 % VAT</b>				
<b>GRAND_TOTAL: INCLUDING VAT</b>				

***Note: The Tenderer is to attach a Breakdown of the total proposed fee per deliverable to this page. The breakdown is to clearly indicate the scope of work or key deliverable, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work.***

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract Document upon which my/our tender for **RFP131/ 2020**

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Annexure B

### SBD 4

#### 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.**

Full Name	Identity Number	Personal Reference Number	Tax	State Number / Peral Number	Employee Peral Number

**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

**Annexure C**

**SBD 6.1**

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

**1.1.6.1**

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:

- (e) Price; and
- (f) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		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:

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

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

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

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS.....</p> <p>.....</p>
---

## Annexure D

SBD 8

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

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

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



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

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

.....  
**Position**

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

## Annexure E

### SBD 9

## 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**

**Annexure G**

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

## **Annexure H**

**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.**



## **Annexure I**

**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.**

**Annexure J**

**[General Conditions of Contract]**

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

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

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

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

### **Tax Compliant Status and CSD Registration Requirements**

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

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

<b>CSD Registration Number:</b>	
---------------------------------	--



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