

REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p>	
<p>BID NUMBER:</p>	<p>RFP256/2020</p>
<p>NON - COMPULSORY BRIEFING SESSION</p>	<p>Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to fikileSCM@dbsa.org and fikilem@dbsa.org two (2) working days before the briefing meeting so as to be invited.</p> <p>25 NOVEMBER 2020 AT 11H00</p>
<p>CLOSING DATE:</p>	<p>11 DECEMBER 2020</p>
<p>CLOSING TIME:</p>	<p>23H55 via ONE DRIVE LINK</p>
<p>VALIDITY PERIOD:</p>	<p>120 days</p>
<p>DESCRIPTION OF BID:</p>	<p>PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT KYSNA LOCAL MUNICIPALITY (KLM) WITH THE DEVELOPMENT OF A REVENUE ENHANCEMENT PROGRAMME</p>
<p>BID SUBMISSIONS ELECTRONICALLY:</p>	<ol style="list-style-type: none"> 1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to fikileSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 8 DECEMBER 2020. Any requests after the stipulated date and time will be disregarded. 3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. 4. Bidders who have received submission Links that have errors, will be provided with new Links for use.
<p>NAME OF BIDDER:</p>	
<p>CONTACT PERSON:</p>	
<p>EMAIL ADDRESS:</p>	
<p>TELEPHONE NUMBER:</p>	
<p>FAX NUMBER:</p>	
<p>BIDDER'S STAMP OR SIGNATURE</p>	



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

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

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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: RFP256/2020
CLOSING DATE: 11 DECEMBER 2020
CLOSING TIME: 23H55
DESCRIPTION: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT KYSNA LOCAL MUNICIPALITY (KLM) WITH THE DEVELOPMENT OF A REVENUE ENHANCEMENT PROGRAMME

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

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.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			
1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]			
1.1.3 SIGNATURE OF BIDDER			
1.1.4 DATE				
1.1.5 FULL NAME OF AUTHORISED REPRESENTATIVE				
1.1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<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>
2. TAX COMPLIANCE REQUIREMENTS
<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>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</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

Bid document (clearly marked as **FOLDER 1** and **FOLDER 2**); separated into **FOLDER 1 – Pre - Qualifying documents and functional proposal**
FOLDER 2 – Financial proposal
(FAILURE TO COMPLY WILL RESULT IN YOUR BID BEING DISQUALIFIED)

Part A: Invitation to Bid

Part B: Terms and Conditions of Bidding

Part C: Checklist of Compulsory Returnable Schedules and Documents

Part D: Conditions of Tendering and Undertakings by Bidders

Part E: Specifications/Terms of Reference

Annexure A: Price Proposal Requirement – **FOLDER 2**

Annexure B: SBD4 Declaration of Interest

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

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

Annexure E: SBD9: Certificate of Independent Bid Determination

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

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

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

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

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 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 26 (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 26.2 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

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

No questions will be answered telephonically.

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	19 / 11 / 2020
RFP document available	19 / 11 / 2020
Non-Compulsory Briefing session	25 / 11 / 2020
Closing date for tender enquiries	08 / 12 / 2020 at 16h00
Closing date and time	11 / 12 / 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

4. SUBMISSION OF TENDERS

ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to fikileSCM@dbsa.org - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 8 December 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.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 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.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:

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

6. 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.

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 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.
- 7.2 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).
- 7.3 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.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 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.
- 8.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

9. 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.

10. 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.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1** All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2** 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
- 11.3** 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).
- 11.4** 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.
- 11.5** 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.
- 11.6** 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).
- 11.7** 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.

12. UNAUTHORISED COMMUNICATIONS

- 12.1** 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 12 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.

12.2 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.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

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

14. ANTI-COMPETITIVE CONDUCT

14.1 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:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, 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.

14.3 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.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 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)

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved;

15.2.2 how the subject of the complaint affects the organisation or person making the complaint;

15.2.3 any relevant background information; and

15.2.4 the outcome desired by the person or organisation making the complaint.

15.3 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.

16. CONFLICT OF INTEREST

16.1 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.

16.2 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.

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

17. LATE BIDS

17.1 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.

17.2 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.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, 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.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

18.1.1 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;

- 18.1.2** 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;
 - 18.1.3** ensuring that their Bids are accurate and complete;
 - 18.1.4** 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;
 - 18.1.5** 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
 - 18.1.6** submitting all Compulsory Documents.
- 18.2** 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.
- 18.3** 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.
- 18.4** 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.
- 18.5** Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1** Bidders must ensure that:
- 19.1.1** their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2** all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2** The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3** 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.
- 19.4** 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.
- 19.5** An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1** Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2** 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.
- 20.3** 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.

21. 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.

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1** 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.
- 22.2** 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:
 - 22.2.1** the Bidder is not engaged to perform under any contract; or
 - 22.2.2** the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1** All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
 - 23.1.1** as required by law;
 - 23.1.2** for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 23.1.3** 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.

24. USE OF BIDS

24.1 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.

24.2 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.

25. 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.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 FIRST STAGE – RESPONSIVENESS

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
1	Adherence in submitting Tender as two-stage folders: Folder 1: Pre-qualifiers and functionality proposal Folder 2: Financial proposal	Pre-Qualifier	Y	
2	Proof of Registration with a recognized professional body/ institution, relevant to tender requirement (To be determined in line with Tender Requirement).	Pre-Qualifier	Y	
3	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y	
4	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	Y	

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
4	Standard conditions of tender as required.	48 hours	Y	
5	Returnable documents completed and signed.	48 hours	Y	
6	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	
7	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y	

C. Only bids which satisfy the following pre-qualification criteria in respect of minimum qualifications will be evaluated for *Functionality*. Note that it is a requirement that certified copies of educational qualifications, professional registration must be included for each expert: In the case of Project Manager, proof of completed projects i.e. Reference Letters must be included.

No	Key Resource	Minimum Qualification for each key resource
1	Project Manager/Team Leader	<p>Professional Body: Registered Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). Qualifications: BSc degree in Electrical / Civil Engineering or BTech in Electrical / Civil Engineering. Experience: Must have Electrical/ Civil engineering experience in infrastructure services provision. Number of years' experience: Must have at least 5 years post registration and must have completed preferably 5 projects.</p> <p>Notes: a) Knowledge in municipal space is an added advantage. b) The Reference Letter from the employer or client company confirming the individual's role as the project leader in each relevant project must be attached.</p> <p>OR</p> <p>Professional Body: Professional membership with the South African Institute of Chartered Accounts (SAICA), ACCA, CIGFARO or similar bodies in the financial environment. Qualifications: An appropriate degree in BCom: Accounting/ Auditing /Public Finance /Financial Management. Experience: Must have at least 5 years post registration experience and must have preferably completed 5 projects in Revenue Enhancement. Notes: a) Knowledge in municipal space is an added advantage. b) The Reference Letter from the employer or client company confirming the individual's role as the project leader in each relevant project must be attached.</p>
	Municipal Financial Expert or Revenue Enhancement Specialist	<p>Professional Body: Professional membership with the South African Institute of Chartered Accounts (SAICA), ACCA, CIGFARO or similar bodies in the financial environment.</p> <p>Qualifications: An appropriate degree in BCom: Accounting/ Auditing /Public Finance /Financial Management.</p>
	Civil Engineer:	<p>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA).</p> <p>(Pr. Eng Civil or Pr. Tech Eng Civil)</p>
	Electrical Engineer:	<p>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA).</p> <p>(Pr. Eng Electrical or Pr. Tech Eng Electrical)</p>
	GIS and CAD	<p>Registration Body: 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).</p> <p>Qualifications: Bachelor's Degree in Geo-Information Science or in Land Surveying or similar.</p>

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.

26.2 SECOND STAGE: FUNCTIONAL EVALUATIONS

27.2.1. 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 township establishment. 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 work programme, project plan and allocation of resources and tasks as well as timelines 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 project timelines.

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

Table 3: EVALUATION CRITERIA

ITEM	FUNCTIONALITY	MAX NUMBER OF POINTS	SCORING GUIDELINE	SOURCE DOCUMENT THAT MUST BE SUBMITTED TO SCORE POINTS
A - PROPOSED APPROACH AND METHODOLOGY – 20				
Details of the proposed methodology and approach that the Tenderer intends to follow concerning the effective provision of the professional services required in infrastructure planning and implementation, (of electrical, water), associated projects, and support services for the delivery of the said project.				
1.	All the aspects are addressed innovatively and efficiently, indicating that the Tenderer has an outstanding knowledge of the scope of work. The approach paper addresses all the objectives, value-adds and risks under individual sub-headings. The approach paper details ways to create value in addition to the specified aspects this includes an assessment of various types of interventions and prioritization etc.	20	Excellent = 20	Minimum of 5-page approach paper duly signed and dated by the Tenderer.
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 of 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 = 5	

	poor / is unlikely to satisfy project objectives or requirements. The tenderer only addresses fully one of the specified aspects of the paper			
5.	No response. Failed to address the objectives as per the tender document.		Non-Responsive =0	
B. EXPERIENCE OF THE TENDERER (LEAD TENDERER AND ENTITIES IN JV, CONSORTIUM, ASSOCIATION, etc).				
PROOF OF COMPLETED PROJECTS TO BE ATTACHED: REFERENCE LETTERS – 30				
	The tenderer has completed work in 1.The development and implementation of the revenue enhancement programme for ALL or any one category of the Engineering Services (e.g. Water, Sewer, and Electricity) 2.Tariff Review and Structuring for trading services 3. Billing Data Cleansing 4. Meter audit.	30	Excellent: 5 and above Projects = 30 points Good: 4 Projects = 20 points Good: 3 Projects = 15 points Poor: 2 Project = 10 points Non-responsive: 1 Project = 0 point	Recommendation letters from the Employer where this project was completed. The letter must provide a brief scope of the project relevant to the scope of this tender and the tenderer's role in the project. The letter must provide a rating between 1-5 corresponding with the rating in the scoring guideline column.

C. TENDERERS PROPOSED KEY RESOURCES/EXPERTS: Lead Tenderer and Entities in JV, Consortium, Association, etc.) - 40				
Tenderer's experience and track record in providing professional services required in Revenue Enhancement Programmes within the Municipal or similar environment, and associated project support services for the delivery of revenue enhancement programmes and projects, including water and electrical infrastructure (attach CVs, proof of registration and project reference letters)				
1.	<p>Project Manager and Team Leader: Civil or Electrical Engineering Professional Body: Registered Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). Qualifications: BSc degree in Civil or Electrical Engineering or B Tech in Civil or Electrical Engineering. Experience: Must have civil or electrical engineering experience in infrastructure services provision. The number of years' experience: Must have at least 5 years post-registration and must have completed preferably 5 projects. Notes: a) Knowledge in municipal space is an added advantage. b) The Reference Letter from the employer or client company confirming the individual's role as the project leader in each relevant project must be attached.</p>	10	<p>Excellent: 5 Projects and above = 10 Good: 4 projects = 8 Acceptable: 3 projects = 6 Poor: 2 projects = 4 Non-responsive: 1 project = 0</p>	<p>Project Manager:</p> <p>Provide the name and the position the person will play in this project.</p> <p>Attach a CV and proof of qualifications of the proposed candidate. Provide three reference letters for each project (related to this scope) the person worked on as well as the proof of professional registration.</p>

	<p>OR</p> <p>Professional Body: Professional membership with the South African Institute of Chartered Accounts (SAICA), ACCA, CIGFARO, or similar bodies in the financial environment</p> <p>Qualifications: An appropriate degree in BCom: Accounting/ Auditing /Public Finance /Financial Management</p> <p>Experience: Must have at least 5 years post-registration experience and must have preferably completed 5 projects in Revenue Enhancement.</p> <p>Notes:</p> <p>a) Knowledge in municipal space is an added advantage.</p> <p>b) The Reference Letter from the employer or client company confirming the individual's role as the project leader in each relevant project must be attached.</p>			
2.	<p>Municipal Financial Expert or Revenue Enhancement Specialist</p> <p>Professional Body: Professional membership with the South African Institute of Chartered Accounts (SAICA), ACCA, CIGFARO, or</p>	6	<p>Excellent: 5 years and above = 6points</p> <p>Good: 3 years and above = 4 points</p> <p>Poor: 2 years and above= 2 points</p> <p>Non-responsive: 1 year or less= 0 point</p>	

	<p>similar bodies in the financial environment.</p> <p>Qualifications: An appropriate degree in BCom: Accounting/ Auditing /Public Finance /Financial Management.</p> <p>Experience: Must have preferably 5 years' experience in relevant RE projects on the CV.</p>			
3.	<p>Civil Engineer: Registration Body: Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). Qualification: BSc degree in Civil Engineering or BTech in Civil Engineering Experience: Must have preferably 5 years' experience in the infrastructure services provision projects. Note: Knowledge in municipal infrastructure projects is an added advantage.</p>	6	<p>Excellent: 5 years and above = 6points Good: 3 years and above = 4 points Poor: 2 years and above = 2 points Non-responsive: 1 year or less= 0 point</p>	
4.	<p>Electrical Engineer: Registration Body: Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA). Qualifications: BSc degree in Electrical</p>	6	<p>Excellent: 5 years and above = 6points Good: 3 years and above = 4 points Poor: 2 years and above = 2 points Non-responsive: 1 year and less = 0 point</p>	

	<p>Engineering or B Tech in Electrical Engineering.</p> <p>Experience: Must have preferably 5 years' experience in infrastructure services provision projects.</p> <p>Note: Knowledge in municipal infrastructure projects is an added advantage.</p>			
5.	<p>Geo-Information Science (GISc) Expert:</p> <p>Registration Body: 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).</p> <p>Qualifications: Bachelor's Degree in Geo-Information Science or Land Surveying.</p> <p>Experience: Must have preferably 5 years' experience in the planning and establishment of GIS systems for public or private sector entities in South Africa.</p>	4	<p>Excellent: 5 years and above = 4 points</p> <p>Good: 3 years and above = 3 points</p> <p>Poor: 2 years and above = 2 points</p> <p>Non-responsive: less than 2 years = 0 points</p>	

6.	<p>Town Planner (Municipal infrastructure): Qualifications: Registered Professional Planner in terms of the Planning Professions Act, 2003. Experience: Must have preferably 5 years' experience in town or regional development planning in the public / private sector environment.</p>	4	<p>Excellent: 5 years and above =4 points Good: 3 years and above= 3 points Poor: 2years and above = 2 points Non-responsive: less than 2 years = 0 points</p>	
7.	<p>Legal Expert: Bachelor's degree in Law (LLB). Must be registered as an attorney by the Law Society of South Africa. Must have preferably 5 years' experience in contract law in relation to the delivery of infrastructure programmes and projects (experience in developing agreements and contracts / on public/private sector infrastructure delivery.</p> <p>Note: Knowledge of municipal infrastructure is an added advantage.</p>	4	<p>Excellent: 5 years and above = 4 points Good: 3 years and above = 3 points Poor: 2years and above = 1 point Non-responsive: less than 2 years = 0 points.</p>	

D: PROPOSED APPROACH TO TRANSFER SKILLS / KNOWLEDGE TO MUNICIPAL OFFICIALS WORKING IN THE SAME SECTOR - 10				
The skills and knowledge Transfer must respond to the proposed Scope of Work and outline the proposed approach/methodology				
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.	10	Excellent= 10	Attach a proposed methodology report on how the tenderer will ensure skills are transferred. In addition, the report must detail the monitoring and the evaluation methods that will be implemented to ensure skills are transferred.
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 was made.		Non-responsive = 0	
Maximum points total		100		
Threshold		70		

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.

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

Table to be completed for the Key Resources

KEY EXPERT 1				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years
KEY EXPERT 2				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years

KEY EXPERT 3				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years
KEY EXPERT 4				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years
KEY EXPERT 5				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years
KEY EXPERT 6				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years

KEY EXPERT 7				
Name	Current Job Title	Qualifications	Professional Registration & Registration Nr.	Related work completed over the past 3 Years

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

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

- a) **The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects within the provision of revenue enhancement planning and management in the municipal environment over the past 3 years will be evaluated.** Tenderers should very briefly describe their experience in this regard and attach same to this schedule. The description should be put in the Tables provided below and attached to this schedule
- b) **Experience of Key Experts:** Provide CVs demonstrating experience of the resource in respect with the town planning/development applications pertaining to township establishment, subdivision of a property into 10 or more even within the municipal environment over the past 3 years. Tenderers should very briefly describe the experience in this regard.

Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 3 YEARS IN: DEVELOPMENT AND IMPLEMENTATION OF THE REVENUE ENHANCEMENT PROGRAMME FOR THE MUNICIPALITY (IES) OR SIMILAR ENVIRONMENT.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in Revenue Enhancement Development and Implementation	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

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.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

27.2.5 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.

26.3 THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

26.3.1 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

26.3.2 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.

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

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

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

26.3.4 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.

27. STATUS OF BID

27.1 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.

27.2 A Bid must not be conditional on:

- 27.2.1** the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 27.2.2** the Bidder conducting due diligence or any other form of enquiry or investigation;
- 27.2.3** the Bidder (or any other party) obtaining any regulatory approval or consent;
- 27.2.4** the Bidder obtaining the consent or approval of any third party; or
- 27.2.5** the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

27.3 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).

27.4 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.

28. CLARIFICATION OF BIDS

28.1 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.

28.2 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.

29. DISCUSSION WITH BIDDERS

29.1 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.

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

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

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

29.4.1 conduct a site visit, if applicable;

29.4.2 provide references or additional information; and/or

29.4.3 make themselves available for panel interviews.

30. SUCCESSFUL BIDS

30.1 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.

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

30.3 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.

31. NO OBLIGATION TO ENTER INTO CONTRACT

31.1 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.

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

32. BIDDER WARRANTIES

32.1 By submitting a Bid, a Bidder warrants that:

- 32.1.1** 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;
- 32.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 32.1.3** 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;
- 32.1.4** it accepts and will comply with the terms set out in this RFP; and
- 32.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

33. DBSA'S RIGHTS

33.1 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:

- 33.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 33.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
- 33.1.3** vary or extend any time or date specified in this RFP
- 33.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
- 33.1.5** require additional information or clarification from any Bidder or any other person;
- 33.1.6** provide additional information or clarification;
- 33.1.7** negotiate with any one or more Bidder;
- 33.1.8** call for new Bid;
- 33.1.9** reject any Bid received after the Closing Time; or
- 33.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
- 33.1.11** reject any Bid that does not comply with the requirements of this RFP.

34. GOVERNING LAWS

34.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

- 34.2** Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 34.3** All Bids must be completed using the English language and all costing must be in South African Rand.

35. MANDATORY QUESTIONS

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

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

35.1.1

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

35.1.2

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.	Comply/Accept	Do not comply/Do not accept

35.1.3

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

35.1.4

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

within two working days after the request has been made, otherwise the proposal may be disqualified.		
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35.1.5

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.	Comply/Accept	Do not comply/Do not accept

35.1.6

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.	Comply/Accept	Do not comply/Do not accept

35.1.7

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.	Comply/Accept	Do not comply/Do not accept

35.1.8

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.	Comply/Accept	Do not comply/Do not accept

35.1.9

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

35.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Comply/Accept	Do not comply/Do not accept
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35.1.11

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.	Comply/Accept	Do not comply/Do not accept

35.1.12

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

35.1.13

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

35.1.14

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

35.1.15

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	Comply/Accept	Do not comply/Do not accept

<p>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.</p> <p>Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>		
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35.1.16

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

35.1.17

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

35.1.18

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

35.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
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.		

35.1.20

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

35.1.21

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

35.1.22

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

35.1.23

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

35.1.24

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

35.1.25

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

35.1.26

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

35.1.27

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.	Comply/Accept	Do not comply/Do not accept

35.1.28

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

35.1.29

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

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.		
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35.1.30

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

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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

Cell Number:

Email Address.....

**THE TERMS OF REFERENCE AND SCOPE OF WORK FOR KNYSNA LOCAL
MUNICIPALITY REVENUE ENHANCEMENT PROGRAMME**

1. INTRODUCTION

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

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

The goal of the DBSA is to approach the project in an integrated and multidisciplinary nature. In line with this goal, the DBSA requires the services of a Professional Service Provider who possess relevant and appropriate skills, including the electrical and/or civil engineering, finance, legal expertise, town planning and GIS in the area of municipal revenue enhancement and all its associated disciplines to provide proposals for the development and implementation of a Revenue Enhancement Programme in support of the Knysna Local Municipality.

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

2. SCOPE OF WORK

- 2.1 KNYSNA LOCAL MUNICIPALITY BACKGROUND**
- 2.2 PROJECT OBJECTIVES**
- 2.3 DETAILED SCOPE OF WORK AND EXPECTED DELIVERABLES**
- 2.4 IMPLEMENTATION TIME FRAME**
- 2.5 RISKS AND RISK MITIGATION**
- 2.6 REPORTING**
- 2.7 ACCOUNTABILITY**
- 2.8 LOCATION OF SERVICES**
- 2.9 CONTACT PERSON**
- 2.10 PROJECT STEERING COMMITTEE**
- 2.11 TECHNICAL PROJECT STEERING COMMITTEE (TPSC)**
- 2.12 PROJECT PROPOSAL**

2.1 KNYSNA LOCAL MUNICIPALITY BACKGROUND

The Knysna Local Municipality (KLM) is a Category B municipality situated within the Garden Route District. Adjacent municipalities include George Local Municipality to the north-west and Bitou Local Municipality to the east. The municipality is also bordered by the Indian Ocean in the south. It is

one of the smallest municipalities of the seven that make up the district, accounting for only 5% of its geographical area.

KLM is the electricity distribution license holder and water service provider for the area within its jurisdiction. The KLM is experiencing service delivery challenges in terms of water and electricity supply. The municipality incurred water and electricity losses and challenges with revenue collection for services rendered which impacts negatively on its liquidity and cash flow position. The DBSA has partnered with the municipality to assist with the development and implementation of the Revenue Enhancement Programme. The implementation of the revenue enhancement interventions will assist the municipality to improve revenue collection, thereby enabling them to provide sustainable services. The Revenue Enhancement Programme comprises of inter alia, billing data cleansing, meter audit, cost of supply studies / review of tariff structures for the main trading services and transaction support to identify financing options for revenue related infrastructure projects.

2.2 PROJECT OBJECTIVES

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

- (a) Consumer/customer database cleansing and integration with property and GIS
- (b) Conduct an audit of the electricity and water meters, metering management and land use/zoning.
- (c) Review the tariffs structure/cost of supply and restructuring thereof.
- (d) Develop best practice procedure and staffing requirements for operational efficiencies between the customer care and operations processes

The expected outputs include the following:

- (a) Customer database updated report
- (b) Display all billing data geographically and Identify and correct the gaps
- (c) Electricity and water meters, meter management and land use/zoning audit report
- (d) Proposed Cost reflective tariffs structure report.
- (e) Best practice procedure and staffing requirements document/manual for operational efficiencies between the customer and operations processes.

These will be achieved by undertaking the following steps:

- (a) Project inception and development of the Project Implementation Plan (PIP).
- (b) Stakeholder engagement
- (c) Conducting AS-IS assessment.
- (d) Data Cleansing
- (e) Conducting an audit of the meters, metering management and land use.
- (f) Review the tariffs structure/cost of supply and restructuring of the tariffs structure.
- (g) Implementation of the low hanging fruits /initiatives, within the approved budget and the transfer of skills/training to build the capacity in the trading services.
- (h) Identifying and prioritising the short, medium to long-term initiatives/projects to ensure the protection and security of the municipality's revenue streams, and the determination of the cost implications for the prioritised projects.
- (i) A consolidated Final Revenue Enhancement Programme Report with fully costed recommendations/interventions/projects, and funding options that the municipality can

access for the implementation of the identified priority projects and a close out report. The final report should be presented to Council for acceptance and adoption.

2.3 DETAILED SCOPE OF WORK AND EXPECTED DELIVERABLES

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

2.3.1 Description of Revenue Enhancement Programme

The proposed revenue enhancement programme entails the appointment of a Professional Service Provider (PSP) to undertake the revenue enhancement process, which entails customer database cleansing and integration with the GIS and property systems, the audit of electricity and water meters, metering management, and land use/zoning, the review, and restructuring of the tariffs structure, alignment between the customer care and operations processes across the municipal-wide revenue management value chain activities. The services required and the steps to be taken to undertake the REP process are outlined below:

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

i) Project Inception meeting:

In which the DBSA will introduce the PSP to the municipality, confirm and approve the contracting arrangements between the Municipality and the DBSA and between the DBSA and the PSP, confirmation of the scope of work as contained in the tender document, which also include the process that will be undertaken to create community awareness, the establishment of the PSC as per the terms of Reference agreed upon by the DBSA and Knysna LM. The inception meeting marks the official starting of the project in which the PSP drafts a Project Implementation Plan (PIP) that guides the rollout of the project. The draft PIP should be submitted to the DBSA and the municipality, 7days after the inception date, and subsequently presented at the 1st PSC meeting for approval by the DBSA and Municipality.

ii) Stakeholder Engagement and Situation Assessment:

The PSP will engage with the relevant stakeholders such as the municipal officials, Department of Energy (DOE), Eskom, NERSA, Department of Water and sanitation (DWS), Water Board/s, etc. Obtain information and views regarding the tariffs levied on various customer types, customer data and land usage and zoning information, the status of the meters, their functionality, meter reading accuracy its quality, billing, revenue collection, debt management, and other relevant and related information.

iii) Existing Situation Assessment (AS-IS Assessment)

A detailed “AS-IS” analysis report on the current state of the key revenue value chain elements per the table below, outlining current effectiveness; the areas that require attention; broad recommendations in terms of optimizing the revenue value chain and a case for change. The successful PSP will be required to utilize the Single and Integrated Revenue Management Framework (SIRMF) Assessment Tool developed by DBSA in partnership National Treasury. The tool is Excel-based and focuses on the following performance areas:

- (a) **Institutional:** Institutional arrangements; MIS and Databases and Legal compliance, policies, and by-laws
- (b) **Financial:** Financial indicators; Budgeting and Long-term Financial Planning; Tariffs; Finance Department Functions and Municipal Revenue Sources.
- (c) **Business Processes:** Management SOPs; Spatial Planning; Indigent Management; Customer Care; Loss Management; Trading services – Water, Electricity and Solid Waste; Asset Management.

The table below depicts some of the key elements of the revenue value chain as well as some considerations per component of revenue.

Table 1: Key elements for the revenue value chain to be assessed:

ID	KEY FOCUS AREA	KEY ELEMENTS FOR ASSESSMENT/ REVIEW
1	Tariffs, Policies, Procedures, By-laws, Revenue Budgets	<ul style="list-style-type: none"> • Existence of updated documents and review thereof • Alignment with the municipality’s current operations • Compliance with the above • Tariff determination methods and levels vis-a-vis the cost of services
2	Customer Data Quality and Consumer Management, Integrating geo-spatial information with billing systems and financial information.	<ul style="list-style-type: none"> • Access and assess land information (sites) from the Registrar of Deeds and the Surveyor General • Reconciliation of Valuation Roll to Deeds Office and Surveyor General listings. • Compare the land information to usage by various consumer categories. • Compare the financial information and the billing systems to the updated land information. • Create linkages between the land information, financial and billing information • Completeness of customer information on the billing system • Data integrity analysis • Current process performance level.
3	Meter Audit	<ul style="list-style-type: none"> • Confirm & validate the existence and functionality of meters (domestic, commercial, and industrial). • Identifying broken, faulty, and unread meters. • Mapping the physical location of meters. • Determining the match between the type of meter and usage suitability. • Identifying solutions for revenue losses and security requirements.
4	Indigent Management & Free Basic Services	<ul style="list-style-type: none"> • Formal Indigent applications and verifications thereof. • Community awareness. • Status and completeness of Indigent register.

ID	KEY FOCUS AREA	KEY ELEMENTS FOR ASSESSMENT/ REVIEW
		<ul style="list-style-type: none"> • Billing of indigents. • Restrictions of services to indigents • Accurate off setting of indigents to Equitable Share allocations • Process & mechanisms in place to deal with and manage indigents.
5	Billing & Revenue Collection	<ul style="list-style-type: none"> • Meter reading arrangements and meter reading inputs to billing. • Accuracy of billing. • Billed Revenue versus a collection of revenue. • Returned Mail. • Return to Drawer (RD) Cheque register. • Unallocated receipts. • Clearing of suspense accounts. • Updating of Debtors Ledgers. • Review Current IT systems in place within the revenue function. • Review Current process performance levels. • Policies, by-laws, and procedures in terms of legislative requirements. • Revenue Management Skills.
6	Debt Management	<ul style="list-style-type: none"> • Monthly review of debtors age analysis. • Percentage debt outstanding for more than 90 days. • Review of credit control measures. • Follow up on existing payment arrangements in place. • Ward Councillors' involvement • Current IT systems in place within the revenue function. • Current process performance levels. • Collection rates. • Management practices deployed and their impact on revenue management and collection. • Debt Management Skills

A completed comprehensive AS-IS report will be approved by the PSC and a resolution will be taken for the report to be presented at the Municipality's Council for approval.

iv) Data cleansing

v) Audit of electricity and water meters, meter management, and land use/zoning use.

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

vi) Development of best practice procedures and staffing requirements to enhance customer care and operations processes.

vii) Implementation of the identified low hanging fruits/initiatives/quick wins (within the budget) and transfer of skills to the relevant municipal officials.

The implementable initiatives should be agreed upon with the Municipality and the DBSA and should be of the nature that they will have an impact on the municipality's revenue improvement.

viii) Identification and prioritisation of the interventions/projects for the short term, medium to long term,

intended for the protection and security of the municipality's revenue streams, along with the determination of the cost implications for the prioritised projects, and mapping out of the funding options that the municipality can access to implement the same.

ix) Consolidation and submission of the final REP and closeout report.

Based on the findings of the 'AS-IS' assessment, the suggested interventions should be quantified and modelled into a scenario planning based on assumptions and realistic achievable targets demonstrating the impact on the overall financial position and performance of the municipalities.

The scenario planning should present high, medium, and low road scenarios with improved financial position over 10 years. The scenario planning should be based on the issues/ drivers identified in the 'AS-IS' report and should include (but not be limited) to:

- i. Protection and expansion of the current revenue base;
- ii. Stratification and recovery of outstanding debtors;
- iii. Implementation of legal actions and increased payment levels;
- iv. Improved billing processes and customer care;
- v. Impact of distribution losses (water and electricity); and
- vi. Cost reflective tariffs with a peer review (benchmark) comparison:
 - a. Do the current tariffs adequately recover costs (including overheads)?
 - b. To what extent does the equitable share pay for free basic services?

The findings from the As-Is assessment and scenario planning exercise must be used as the basis for mapping of plan and recommendations to address the issues/ gaps identified, presented as a 'Revenue Enhancement Intervention Plan' (business case detailing the intervention plan to meet the future requirements). The Revenue Enhancement Intervention Plan must be presented in a report format as well as in a presentation format for the key stakeholders in the municipality and the steering committee, covering the following areas:

- i. Analysis of findings/ issues and development of a plan on remedial actions and timeframes.
- ii. Responsibility and skills are available to implement.
- iii. Financial implications (where applicable).
- iv. Outcome/ Benefits (what-if scenarios based on assumptions).
- v. Critical success factors.

This will be presented at the Municipal Council for approval.

2.3.2 Detailed scope of work and the expected deliverables

The appointed PSP is expected to execute the minimum scope of work and achieve the corresponding deliverables as detailed in **Table 2** below:

The findings from the As-Is assessment and scenario planning exercise must be used as the basis for mapping of plan and recommendations to address the issues/ gaps identified, presented as a 'Revenue Enhancement Intervention Plan' (business case detailing the intervention plan to meet the future requirements). The Revenue Enhancement Intervention Plan must be presented in a report format as well as in a presentation format for the key stakeholders in the municipality and the steering committee, covering the following areas:

Analysis of findings/ issues and development of a plan on remedial actions and timeframes.

- i. Responsibility and skills are available to implement.
- ii. Financial implications (where applicable).
- iii. Outcome/ Benefits (what-if scenarios based on assumptions).
- iv. Critical success factors.

The project approach must be closely aligned with the overall programme objective to enhance municipal revenue through billing efficiency, cost-reflective tariffs, improved data integrity, effective indigent management for free basic services, solutions for revenue and non-revenue losses, etc.

The appointed PSP is expected to support the municipality with the implementation of the interventions for revenue enhancement as outlined in below **Table 2**. The PSP will be required to submit monthly progress reports to the DBSA and the Municipality focusing on the actual results of the implementation of the priority revenue enhancement strategies vis-à-vis the expected results.

Table 2: Scope of Works and the Expected Deliverables.

NO	KEY ACTIVITY	SCOPE OF WORK AND DELIVERABLES	OUTPUTS
1.	Inception meeting & Stake Holder Engagement	<p>(a) Inception meeting in which the appointed PSP will be introduced to the municipality thereby kick-starting the REP process. The PSP will then commence with the compilation of the Project Implementation Plan (PIP) informed by the scope of work to determine the work package and how each work packaged will be rolled out.</p> <p>(b) PSP Engage with the relevant stakeholders such as the Municipal staff members, Department of Energy (DOE), National Energy Regulator of South Africa (NERSA), ESKOM, and obtain information and views regarding the tariffs levied on various customer types, customer data, and land use and zonal information, the status of the meters and the accuracies in the reading of the meters, etc.</p> <p>(c) Draft terms of reference for the establishment of the PSC discussed.</p>	<p>a) Inception report</p> <p>b) Project Implementation Plan (PIP).</p> <p>d) PSC Terms of Reference signed off.</p>

2.	Existing situational/ AS-IS) assessment <i>(As per Par 2.3.1-iii above)</i>	a) The PSP to obtain key and relevant existing information in respect of the existing revenue management situation including from the different systems such as billing, investigate and reconcile pertinent information in respect of all properties owned within the boundaries of the municipality.	a) Comprehensive situational analysis/(AS-IS) report, highlighting the areas that need to be considered for the improvement of the situation. The report should include inter alia diagrams, drawings, pictures, etc.
3.	Tariff Review and restructuring thereof.	<p>a) Ascertain how the municipality bases their tariffs in respect of land usage, and land zoning and tariffs levied to different categories of the customers.</p> <p>b) Review service and tariff code structure, tariffs policy, and tariffs bands and provide documentary support to the validity and completeness of all billable charges per customer.</p> <p>c) Analysis of Bulk purchase tariff structure and tariffs levied to customers.</p> <p>d) Investigate the developed stands with no billing data.</p> <p>e) Tariff analysis, to compare the customer type to the tariffs being charged with the purpose to highlight whether the following have occurred:</p> <ul style="list-style-type: none"> ❖ Owners of properties are not being billed for services they consume. ❖ Tenants being charged owner specific services. ❖ Business consumers being charged with domestic tariffs. ❖ Domestic consumers being charged business tariffs. ❖ Application of Free basic electricity service. ❖ Free basic electricity services being applied in areas where there should be no free services. ❖ Audit of the indigent register and a specific evaluation of free basic services resources increases and its actual impact on cost drivers in the municipality (1925 indigents); 	(a) Appropriate tariffs structure setting report highlighting the correct tariffs that should be charged per customer type, consumption pattern, land use as well as the size of the property.

		<ul style="list-style-type: none"> ❖ Cost of service analysis and review tariff structure or appropriateness in terms of the customer type, usage in line with the land use, etc., taking into account all costs including best-practice operations and maintenance (O&M). ❖ Residential properties operating as a business but not zoned as business and are being charged residential tariffs. ❖ Investigation of the customers that are charged flat rate and the cost/revenue losses implications emanating from such flat rate charges. ❖ Identification of the gaps and Proposal of a suitable tariff structure to close the gaps for various types of consumption. 	
4.	<p>Metering and land use audit of 22 509 stands.</p> <p>(NB: A desktop audit will be conducted on all stands. Approximately 10% of the stands including category (f) and (g) will require physical audit)</p>	<p>(a) For each registered stand and meter, the following information will need to be collected and/or verified with a clear date and time of such verification:</p> <ul style="list-style-type: none"> ❖ Stand /ERF details. ❖ Service Connection Status and a number of connections. ❖ Meter Serial Number for each metered connection. ❖ Primary Stand Use - residential, institutional, commercial, industrial, etc. ❖ Stands/Erfs that are not connected and are not metered. ❖ Stands/erf that isis not serviced. ❖ The accessibility, functionality of the meters, including illegal connection and meter tampering, along with inactive meters, ❖ Meter reading accuracy, the linkage and alignment of the billing system with property/land information and GIS system, etc. ❖ The lifespan of the meters and the appropriateness of the metering technology used. ❖ Service Type (post-paid, prepaid) <p>(b) It is a requirement that the auditor shall perform relevant tests at each property to verify that only the said connection(s)</p>	<p>A comprehensive audit report with findings and remedial action to close the gaps. Amongst others, the following should be highlighted:</p> <ul style="list-style-type: none"> a) Database of all the water meters within the municipality with cross-validations to stand information (7500 meters). b) The findings and noting all deficiencies and discrepancies with the existing records (including meter reading information to determine meter reading data accuracy and illegal connections). The billing information should be accordingly updated. c) Recommendations for optimal metering and meter management for the municipality. d) Identifying solutions for revenue losses and security requirements. e) Credible billable customer information/list.

		<p>supply service to a property and that such connection is appropriately metered.</p> <p>(c) Investigate consumption patterns in line with approved tariffs and regulations and update the billing system. Categorise land use, validate and analyse billing information, update the billing information, and bill accordingly.</p> <p>(d) Analyse the Valuation roll to investigate pertinent information in respect of all properties owned within the boundaries of the municipality to ensure that the following are correctly recorded:</p> <ul style="list-style-type: none"> ❖ Name of the registered owner. ❖ Current usage of the property ❖ How the property is zoned ❖ Size of the property ❖ Land and improvement value of the property. ❖ The application of the tariffs, in line with the land use and type of customer. ❖ The alignment to each customer and within the system, linking each meter to an erf and owner, linkages to the land use information, and recommending updating of the billing system. ❖ Availability of capacity for meter metering management. <p>(e) Prepaid electricity: Updating of prepaid electricity inventory with personal details and linking of prepaid records to the billing system (+/- 18,432 meters)</p> <p>(f) Inspection to Municipal leased properties to confirm use and occupancy, update infrastructure details and provision of services in cooperation with technical services, determine an interim valuation in cooperation with the municipal valuer, verify accuracy of rates, services billing, and market-related rentals in terms of lease agreements (+/- 62)</p> <p>(g) Survey of shops/offices to implement water and sewerage based on sizes as per Council's approved tariffs. (Total Water is 544 and Sewer is 514)</p>	
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5.	Short to Medium and Long-Term Initiatives identified in the REP and the transfer of skills to relevant Municipal Officials	<p>a) The PSP to assist the municipality to identify short/medium/long term initiatives in line with the budgetary adjustments. The Initiatives to be implemented should be agreed upon by the municipality and the DBSA and these should assist the municipality to improve its revenue generation.</p> <p>b) Identify and prioritize the short, medium to long-term interventions/projects that will assist the municipality to protect and secure their revenue streams.</p> <p>c) Determine the cost of the identified interventions/projects and model financial options that the municipality can access in implementing the identified interventions/projects.</p> <p>d) Alignment and/or integration of the revenue management value chain: various Review and integrate processes across departments including planning, technical services, community services, and finance.</p> <p>e) Skills transfer to the relevant municipal officials throughout the revenue enhancement process.</p>	<p>a) Accurate and credible customer billing data along with the application of appropriate tariffs leading to improvement in billing and collections.</p> <p>b) Short, medium to long terms solutions report together with cost implications and various funding options that can be accessible to the municipality for the implementation of the prioritized interventions flowing from the REP.</p> <p>c) Reviewed Standard Operating Procedures (SOPs) across the revenue management value chain.</p> <p>d) Skills transfer/capacity building report/programme/training manual.</p>
6.	A final consolidated REP and closeout Reports <i>(As per Par 2.3.1-ix above)</i>	Compilation of a final consolidated REP and close out reports and presenting at the PSC and Council meetings.	<p>a) Revenue Enhancement Report with recommendations, cost implications for the prioritised interventions/projects and funding options that can be accessed by the municipality.</p> <p>b) Close Out Report</p>

2.4 IMPLEMENTATION TIME FRAME

It is envisaged that it will take 18 months to develop and implement a REP (including the low hanging fruits/interventions) with recommendations/initiatives/projects that are implementable over a short, medium- and long-term period. The appointed PSP will assist the municipality with the implementation of the low hanging fruits/initiatives. The cost of the identified and prioritised initiatives along with the various financial options that the municipality can access in order to implement the same will be mapped out in the consolidated REP report. A detailed project schedule should be included as part of the bid submission indicating different tasks, interdependencies, and task durations.

2.4.1 Project Implementation Plan

Within one week after the inception date, the successful Professional Service Provider will be required to provide a Project Implementation Plan (PIP) for the duration of the project. The PIP among others will include the activities that are listed in the scope of work including a brief description and individual duration for each milestone, and this shall not exceed the total contract period. A schedule of submission of each part of the scope of work must also be included in the plan. Furthermore, the PSP will also be expected to submit a Cash flow projection of the project deliverables/milestones and the risk management register.

2.4.2 Monthly Progress Reports

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

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

2.4.3 Stakeholder Consultations

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

2.5 RISKS AND RISK MITIGATION

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

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

2.6 REPORTING

The PSP will report directly to the Project Leader/Manager of the DBSA the progress, challenges and final the reports will be submitted to Project Leader/Manager and the municipality via the Project Steering Committee (PSC). All interim progress reports will be presented and discussed in the PSC between the Service Provider, stakeholders, and role-players in the manner shown in Table 3 below:

Table 3: Schedule of Report Submissions and Meetings

NO	DESCRIPTION	TIME FRAME	STAKEHOLDER/ ROLE-PLAYER
1.	An initial Project Briefing /Inception meeting between the appointed Service Provider, DBSA & KLM	One week after the appointment	PSC (DBSA, KLM, PSP)
2.	Project Implementation Plan (PIP).	One week after the appointment	PSC (DBSA, KLM, PSP)
3.	Progress Reports on milestones achieved.	Monthly	PSC (DBSA, KLM, PSP)
4.	Final REP	One month before completion	PSC (DBSA, KLM, PSP)
5.	Completion and Close-Out Report	End of the contract completion date	PSC (DBSA, PSP, KLM.)

2.7 ACCOUNTABILITY

During the execution of this contract, the successful Service Provider will be required to work closely with the Municipality's relevant department's staff and DBSA – Project Leader. The PSP will report to the PSC as per the meeting schedule as provided in **Table 3** in paragraph 2.6, above, and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will be responsible and accountable for the day to day activities of the Service Provider appointed and issue written instruction on behalf of the PSC.

2.8 LOCATION OF SERVICES

The Professional Services Provider is expected to provide the services in Knysna Local Municipality within the Garden Route District in Western Cape Province.

2.9 CONTACT PERSON

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

2.10 PROJECT STEERING COMMITTEE

The PSC is the key body within the Project governance structure responsible for the oversight and operational project issues associated with the Programme. The role of the PSC is to provide strategic direction relating to the Project and to guide and coordinate the execution of the Project. The Terms of reference establish the mandate, roles and functions for the PSC and are outlined below. These will be adopted at the first sitting of the PSC.

2.10.1 Function of the PSC

The function of the PSC is to provide oversight for the operational issues associated with the provision of revenue enhancement support to KLM. The PSC is responsible for monitoring project's budget, progress, benefits realized and also monitoring risks, quality and timelines of delivery according to the Project Implementation Plan. The PSC's scope of work is further elaborated below.

2.10.1.1. Role of the PSC

The role of the PSC is to:

- (a) provide oversight on the implementation of the, Project the and on the achievement of the outcomes;
- (b) to identify potential risks arising from the implementation of the Programme and agree on mechanisms to mitigate such risks;
- (c) ensure conformity with the Project Implementation Plan; advise on adjustments to be made to the Project to ensure that the Project is completed within budget and by the Project Completion Date;
- (d) recommend, after consultation between the members, the sign-off on the quality of work and reports completed by the Professional Services Provider;
- (e) oversee the Technical Project Steering Committee;
- (f) monitor compliance to legislation and regulations in the implementation of the Project
- (g) providing guidance in addressing challenges/bottlenecks as they arise; and
- (h) approval and endorsements of completed milestones/deliverables for payments.

2.10.1.2. The Principles guiding the PSC

In performing the tasks assigned to the PSC, the members will observe the following principles, namely to:

- (a) work together in a spirit of transparency and openness in which the achievement of the Project to a standard of excellence is a prime consideration;
- (b) promote trust, fairness, mutual cooperation, dedication to the agreed common goal while understanding each other's expectations and values;
- (c) be cognisant of the expectations and interests of each of the stakeholders and to seek to promote "win-win" solutions when balancing the interests of the stakeholders;
- (d) to accept that conflict is natural but, in such situations, to promote teamwork in order to work constructively through disagreements;
- (e) show flexibility whilst still ensuring that the project achieves excellence in its construction and operational standard;
- (f) promote a culture of zero tolerance towards corruption and other improper activities and ensure adherence to applicable anti-corruption legislation; and
- (g) bring full commitment to achieving effective interfacing between the members and their respective stakeholders in order to make decisions with respect to the project and solve any issues that may arise in connection with the project in an effective and efficient manner.

2.10.1.3. The Role of Individual PSC Members

The role of the individual members of the PSC includes the expectation that each member is to:

- (a) appreciate the significance of the Project for all stakeholders;
- (b) be an advocate for the Project's outcomes;
- (c) have a broad understanding of Project management issues and the approach being adopted to resolve such issues;
- (d) be committed to, and actively involved in pursuing the Project's outcomes;
- (e) help reconcile conflicting priorities and resources;
- (f) check adherence of project activities to standards and best practice, both within the organizations Municipality and DBSA and in a wider context.

2.10.2. General Administration of the PSC

2.10.2.1. Membership

The PSC shall be comprised of:

- (a) delegated representatives from the Municipality;
- (b) DBSA Authorised Representatives;
- (c) key members from the appointed Professional Service Provider (PSP); and
- (d) Further, the PSC will co-opt other members as they see fit.

Whilst the stakeholders remain cognisant of the need to maintain continuity in membership of the PSC, a stakeholder may replace a member at any time upon written notice to the chairperson of the PSC.

2.10.2.1. Convener / Chairperson and the Secretariat

The chairperson will be provided by the Municipality whilst the secretariat functions will be provided by the PSP.

2.10.2.2. Convener/Chairperson

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

2.10.2.3. Secretariat

The Secretariat will inter alia provide the following functions:

- (a) prepare and circulate the minutes for comments and inputs. Provide full copies of the minutes, including attachments to all the PSC members;
- (b) keep comprehensive records of all the deliberations and decisions of the PSC;
- (c) distribute copies of the minutes of the meetings for consideration and ultimately approval by the Chairperson
- (d) prepare and finalise the minutes containing the proceedings and resolutions of the meetings which shall be signed by the Chairperson of the PSC and by the PSP and the DBSA;
- (e) the approval of the deliverables/milestones shall be recorded in the minutes. The deliverables and the minutes shall be signed by the chairperson of the PSC and by the PSP and the DBSA.

2.10.2.4. Language and Communication Formats

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

2.10.2.5. PSC Meeting Agenda

- (a) All PSC meeting agenda items must be forwarded to the Chairperson or the secretariat support by close of business seven (7) working days prior to the next scheduled meeting.
- (b) The PSC agenda with attached meeting documents will be distributed at least 5 working days prior to the next scheduled meeting.
- (c) The Chairperson has the right to list an item on the formal agenda, but members may raise an item under 'General / Other Business' if necessary and as time permits.

2.10.2.6. PSC Meeting Minutes and Meeting Documents

The following administrative requirements apply:

- (a) the format of the PSC minutes shall be agreed at the first meeting of the PSC;
- (b) a schedule of PSC meetings to be discussed and agreed at the first PSC meeting and shall form part of all the meeting minutes;
- (c) the minutes of each PSC meeting will be prepared by the office of the PSP;
- (d) full copies of the minutes, including attachments, shall be provided to all PSC members no later than ten (10) working days following each meeting;
- (e) by agreement of the PSC, out-of-session decisions will be deemed acceptable upon confirmation in writing of the Municipality and the DBSA Authorised Representatives.
- (f) all out-of-session decisions shall be recorded in the minutes of the next scheduled PSC meeting; and
- (g) the minutes of each PSC meeting will be monitored and maintained by both the Municipality and the DBSA as a complete record as required under the respective document management provisions of the Municipality and DBSA.

2.10.2.7. Frequency of Meetings

- (a) The PSC shall meet monthly on a date to be advised by the Chairperson in line with the meeting schedule to be agreed at the first meeting of the PSC.
- (b) Additional meetings outside of the scheduled meeting dates may be convened as circumstances may arise.
- (c) Meetings of the PSC shall be co-ordinated through and called on by the chairperson whenever required in accordance with the terms of reference.
- (d) Notice of any meeting of the PSC shall be sent to each member (and copied to the stakeholders) and shall confirm the venue, time and date, together with the proposed agenda for the meeting (including any supporting papers) reasonably practicable, as far as is reasonably practicable, at least 14 (fourteen) days' notice shall be given of any meeting of the PSC.
- (e) The PSC meetings may be held in the offices of the Municipality and/or virtually, via telephone, teleconference, videoconference, Microsoft Teams or via Zoom.

2.10.2.8. Proxies to Meetings

- (a) Members of the PSC shall nominate a proxy to attend a meeting if the member is unable to attend. The Chairperson will be informed of the substitution at least three (3) working days prior to the scheduled meeting.
- (b) The nominated proxy shall have voting rights at the attended meeting. The nominated proxy shall provide relevant comments/feedback of the PSC member they are representing to the attended meeting.

2.10.2.9. Quorum Requirements

- (a) A meeting quorum shall have been formed if 50% of the PSC members plus one member is in attendance for the recommendations or resolutions to be valid.
- (b) The quorum must contain representatives from the DBSA, Municipality and PSP.

2.10.2.10. Governing Law

This establishment and functioning of the PSC shall be governed by and interpreted in accordance with the Agreement between Municipality and DBSA, and substantive laws of the Republic of South Africa.

2.10.2.11. Confidentiality and Publicity

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

2.10.3. PSC life span

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

2.11 TECHNICAL PROJECT STEERING COMMITTEE (TPSC)

2.11.1. Introduction

Technical Project Steering Committee (TPSC) will be established to provide technical direction relating to the Project and to guide and coordinate the execution of the Project. The Terms of reference establishing the TPSC are outlined below. The TPSC shall adopt the terms of reference prior to it carrying its mandate as contemplated in these Terms of Reference.

2.11.2. Mandate of the Steering Committee

The mandate of the TPSC is to:

- (a) serve as the primary interface between the stakeholders in respect of the Project;
- (b) monitor the technical aspects of the Project; and
- (c) prepare and submit the technical progress report and recommendations to the Project Steering Committee.

2.11.3. Members of the TPSC

- (a) The TPSC shall consist of representatives from relevant parties (each representative being a "Member").
- (b) The first meeting of the TPSC shall confirm quorum members and ex-officio members.
- (c) Members shall remain as members of the TPSC until their appointment is withdrawn by the stakeholder appointing that member on written notice to the chairperson of the TPSC. Members shall be entitled to nominate any representative to act as their proxy to attend and vote at any meeting of the TPSC.
- (d) Whilst the stakeholders remain cognisant of the need to maintain continuity in membership of the TPSC, a stakeholder may replace a member at any time upon written notice to the chairperson of the TPSC.
- (e) The Municipality shall select and appoint one of its members to act as chairperson of the TPSC.
- (f) The Municipality shall ensure that minutes of all meetings of the TPSC are duly recorded and circulated to the members and the stakeholders.

2.11.4. Meetings of the TPSC

- (a) The TPSC meeting frequency will be determined and agreed upon at the 1st meeting of the TPSC
- (b) Meetings of the TPSC shall be coordinated through and called on by the chairperson whenever required per these Terms of Reference
- (c) Notice of any meeting of the TPSC shall be sent to each member (and copied to the stakeholders) and shall confirm the venue, time and date, together with the proposed agenda for the meeting (including any supporting papers) reasonably practicable, as far as is reasonably practicable, at least 14 (fourteen) days' notice shall be given of any meeting of the TPSC.
- (d) The TPSC's meetings shall be held at municipal offices, or virtually via telephone, teleconference, videoconference Microsoft Teams or Zoom as agreed between the members.
- (e) From time to time the stakeholders may propose that additional representatives attend meetings of the TPSC, and such request shall not be unreasonably refused by the TPSC.
- (f) All costs associated with the attendance of meetings of the TPSC, unless otherwise specifically agreed between the members, shall be for the account of the member incurring the costs.

2.11.5. Recommendations of the Steering Committee

- (a) All recommendations of the TPSC shall be achieved by consensus, and if consensus cannot be reached, a majority vote (following reasoned discussion) of all members present at that meeting.
- (b) The chairperson shall not have a casting vote.
- (c) The chairperson shall ensure that the secretary of the TPSC accurately records all recommendations made and that copies of such decisions are provided to each member and the stakeholders as soon as is reasonably possible thereafter.
- (d) The PSP shall provide secretariat support.

- (e) The TPSC has no approval powers but recommends approval of reports or documents to the PSC chaired by the Accounting Officer.

2.11.6. Principles

In performing the tasks assigned to the TPSC, the members will observe the following principles, namely:

- (a) work together in a spirit of transparency and openness in which the achievement of the Project to a standard of excellence is a prime consideration;
- (b) promote trust, fairness, cooperation, dedication to the agreed common goal while understanding each other's expectations and values;
- (c) be cognisant of the expectations and interests of each of the stakeholders and to seek to promote "win-win" solutions when balancing the interests of the stakeholders;
- (d) to accept that conflict is natural but, in such situations, to promote teamwork in order to work constructively through disagreements;
- (e) show flexibility whilst still ensuring that the project achieves excellence in its construction and operational standard;
- (f) promote a culture of zero tolerance towards corruption and other improper activities and ensure adherence to applicable anti-corruption legislation.

2.12 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 by a cash-flow projection and a risk management register.

Annexure A

PRICING SCHEDULE

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

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

This template must be completed in full and included as Annexure A to Pricing Proposal submitted. **Failure to complete this form (in respect of items 1 to 7 below) in full may result in the disqualification of the Bid.**

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

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	FEE BASIS	DURATION (Maximum)	TOTAL PROFESSIONAL FEE FOR SCOPE OF WORK (Excl. VAT) (Rand)
1.	Project inception, Stakeholder engagement, and Compilation of the Project Implementation Plan (PIP).			
2.	Data collection, conducting the existing situational assessment, and compilation of AS-IS report.			
3.	Conducting an audit of the meters, metering management, and land use.			
4.	Review and restructuring of the tariffs.			

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	FEE BASIS	DURATION (Maximum)	TOTAL PROFESSIONAL FEE FOR SCOPE OF WORK (Excl. VAT) (Rand)
5.	Identification of the short, medium to long-term initiatives/projects, that will ensure the protection and security of the municipality's revenue streams and the transfer of skills to relevant municipal officials.			
6.	A consolidated Final Revenue Enhancement Programme Report with fully costed recommendations/ interventions/projects and funding options that the municipality can access.			
7.	Project Closure			
Sub-Total of Proposed Fees (Excl. VAT) -				
Add 10% Contingencies				
Sub-Total				
VAT @15%				
Total Proposed Fee (incl. VAT)				

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

Note: The Tenderer is to attach a breakdown of the total proposed fee per deliverable to this page. The breakdown is to 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 **RFP256/2020**

SIGNED ON BEHALF OF TENDERER: _____

Date: _____

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

²"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 Tax Reference Number	State Employee Number / Persal 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

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
Total points for Price and B-BBEE must not exceed	100

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

<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> <p>.....</p>

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>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?</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>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

SignatureDate

.....

Position Name of Bidder

Annexure F

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

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

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

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

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

[General Conditions of Contract]

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

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

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

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

Tax Compliant Status and CSD Registration Requirements

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

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

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

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
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