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|  MOSES KOTANE LOCAL MUNICIPALITY |  |
|  dedect Department: Economic Development, Environment, Conservation and Tourism North West Provincial Government REPUBLIC OF SOUTH AFRICA |  |
| <p align="center">INFRASTRUCTURE PLANNING SUPPORT TO MOSES KOTANE LOCAL MUNICIPALITY, NORTH WEST PROVINCE</p> | |

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| <p>PROVISION OF PROFESSIONAL SERVICES: DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN</p> <p>TENDER NUMBER: RFP159/2021</p> |
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REQUEST FOR PROPOSALS DOCUMENT

[Based on the CIDB Professional Services Contract, Edition 3, (July 2009)]

11 JUNE 2021

Issued by:

Development Bank of Southern Africa Limited

1258 Lever Road, Headway Hill

Midrand, Johannesburg

Gauteng Province

Contact Persons:

All enquiries to be directed to:

Name: **Lihle Ndlangamandla**

Email: lihleSCM@dbsa.org and scmqueries@dbsa.org

Name of Tenderer:

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| GENERAL TENDER INFORMATION |
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| TENDER ISSUED | : 11 June 2021 |
| DATE & TIME CLARIFICATION MEETING | : 18 June 2021 at 10h00 |
| VENUE FOR CLARIFICATION MEETING | : Microsoft Teams (Virtual Platform) |
| CLOSING DATE | : 16 July 2021 |
| CLOSING TIME | : 00h00 Telkom Time |
| CLOSING VENUE | : Designated Electronic Box provided by DBSA SCM |
| TENDER SUBMISSION | : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in two separate electronic folders [one folder for the Technical (Quality) proposals, and another folder for the Financial Proposals], each with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: lihleSCM@dbsa.org confirming that the submission has been made electronically. |



The Tender

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Bojanala Special Economic Zone (SEZ) Master Plan

TENDER SUMMARY PAGE

NAME OF TENDERER: _____

DETAILS OF CONTACT PERSON

NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ADDRESS OF TENDERER: _____

VAT REGISTRATION NO.: _____


PREFERENCE POINTS CLAIMED: _____

CONTRACT PERIOD OFFERED* _____ (Maximum X months)

DATE OF TENDER: _____

TENDERER 'S SIGNATURE: _____


(Person authorised to sign the TENDER)

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T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to execute work as a Professional Services Provider (PSP) regarding the **development of the Bojanala Special Economic Zone (SEZ) Master Plan** in support of **Moses Kotane Local Municipality**.

The Tender Document can be uploaded from the DBSA Tender Website as from **11 June 2021**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

Queries may be addressed to Mr. Ndlangamandla on email: lihleSCM@dbsa.org

The cut-off date for tender enquiries is three (3) working days before tender closing date.

A non-compulsory tender briefing session will take place on a virtual platform (Microsoft Teams) as detailed below:

- **Location:** Microsoft Teams
- **Date:** 18 June 2021
- **Starting Time:** 10h00

The closing time for receipt of tenders is **00h00 (Midnight)** on **16 July 2021** at the electronic **Tender Box provided by DBSA SCM Unit**.


Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Tenderers should ensure that Tender submissions are delivered timeously to the correct electronic Tender Box (reflected on page (i) of this document). If the bid is late, or not submitted in the electronic tender box it will not be considered for evaluation.

Requirements for sealing, addressing, submitting, opening and assessment of submissions are stated in the Tender Data. Tenderers are encouraged to visit the DBSA website regularly for any changes, alterations and updates for this tender.

Tenderers need to submit the following in terms of the electronic tender submission:

- Complete Tender document
- All Returnables and additional documents
- Bill of Quantities/ Rates/ Price Schedule

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|  | <p>The Tender</p> | <p>Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan</p> |
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NOTES:

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The subsequent Appointment / Contracting of the successful Tenderer, will be the full and final offer with no option whatsoever to increase the contract amount after award.
- iii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- iv. Tenderers are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v. It is the intention of the DBSA to award the full scope of work to one (01) Professional Service Provider (PSP) for the **development of the Bojanala Special Economic Zone (SEZ) Master Plan**. However, the DBSA reserves the right to award the full scope of work to more than one (01) PSP in cases where the value-for-money principle remains adversely compromised, post negotiations with the first ranked bidder.
- vi. The decision to award will be based on the best commercial offer and value-for-money principle for the DBSA.
- viii. Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- ix. In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.



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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

| Clause number | Tender Data |
|---------------|--|
| F.1.1 | The Employer is the Development Bank of Southern Africa Limited . |
| F 1.1.4 | The Employer aims to award full scope of works to one successful tenderer. |
| F.1.2 | <p>The Tender Documents issued by the Employer consists of the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Occupational Health and Safety Agreement</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Assumptions</p> <p>C2.2 - Pricing Data</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4 : Site information</p> <p>C4.1 Site information</p> <p>CIDB Professional Services Contract, Edition 3, (July 2009)</p> |
| F.1.4 | <p>The Employer's Agent, for the purposes of any communication between the employer and tenderer, is:</p> <p>Development Bank of Southern Africa</p> <p>Name: Mr. Lihle Ndlangamandla</p> <p>Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng</p> <p>Tel: (011) 313 3409</p> <p>Fax: (011) 206 3409</p> <p>E-mail: lihleSCM@dbsa.org</p> <p>Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p> |



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| Clause number | Tender Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|---|-----|---|---|--|---------------------------|---|----------------------------------|----|---|--|---|------------|----|---|-------------------------|---|---|----|---|---|---|---|----|--|--|---|--|----|---|--|---|------------------------|----|--|-----------------------------------|
| F 1.5 | The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F.3.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.1.6.2 | A competitive negotiation procedure will not be followed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.1.6.3 | A two-stage system will not be followed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.2.1 | <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</p> <p>(1). The tenderer has in its employ registered professionals such Engineers, Development Planners, etc. that are in compliance with the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that are in compliance with the requirements stated below, and that are capable of providing such services listed in the table below:</p> <table><tr><th>ID</th><th>Key Resource / Expert</th><th>No.</th><th>Minimum Qualifications, Category of Professional Registration and Experience</th><th>Key Service(s) Discipline</th></tr><tr><td>1</td><td>Project Manager and Team Leader.</td><td>x1</td><td>Registration as a Professional Engineer in terms of the Engineering Professions Act, 2000, or as a Professional Architect in terms of the Architectural Professions Act, 2000. Must have at least 10 years post-registration experience in the delivery (planning and implementation) of buildings, municipal services (water, sanitation, roads, storm water, electricity, etc.) and related physical infrastructure in South Africa.</td><td>Project Leadership, Management Coordination and Administration Services.</td></tr><tr><td>2</td><td>Architect.</td><td>x1</td><td>Registration as a Professional Architect in terms of the Architectural Professions Act, 2000. Must have at least 5 years post-registration experience in the provision of architectural services in the delivery (planning and implementation) of buildings, infrastructure and related works in South Africa.</td><td>Architectural Services.</td></tr><tr><td>3</td><td>Civil Engineer (Water, Sanitation and Waste Management Infrastructure).</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of water, sanitation and waste management infrastructure in South Africa.</td><td>Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services).</td></tr><tr><td>4</td><td>Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure).</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of roads and transport infrastructure in South Africa.</td><td>Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services)</td></tr><tr><td>5</td><td>Electrical Engineer (Electricity / Energy Infrastructure).</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of electricity / energy infrastructure in South Africa.</td><td>Electricity / Energy Infrastructure Services</td></tr><tr><td>6</td><td>Geotechnical Engineer.</td><td>x1</td><td>Bachelor's degree in Civil Engineering or Geotechnical Engineering, or in Engineering Geology. Must be registered as a Professional Engineer or Professional Engineering Technologist, or as a Professional Natural Scientist in terms of the Engineering Professions Act, 2000 or the</td><td>Geotechnical Engineering Services</td></tr></table> | ID | Key Resource / Expert | No. | Minimum Qualifications, Category of Professional Registration and Experience | Key Service(s) Discipline | 1 | Project Manager and Team Leader. | x1 | Registration as a Professional Engineer in terms of the Engineering Professions Act, 2000, or as a Professional Architect in terms of the Architectural Professions Act, 2000. Must have at least 10 years post-registration experience in the delivery (planning and implementation) of buildings, municipal services (water, sanitation, roads, storm water, electricity, etc.) and related physical infrastructure in South Africa. | Project Leadership, Management Coordination and Administration Services. | 2 | Architect. | x1 | Registration as a Professional Architect in terms of the Architectural Professions Act, 2000. Must have at least 5 years post-registration experience in the provision of architectural services in the delivery (planning and implementation) of buildings, infrastructure and related works in South Africa. | Architectural Services. | 3 | Civil Engineer (Water, Sanitation and Waste Management Infrastructure). | x1 | Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of water, sanitation and waste management infrastructure in South Africa. | Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services). | 4 | Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure). | x1 | Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of roads and transport infrastructure in South Africa. | Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services) | 5 | Electrical Engineer (Electricity / Energy Infrastructure). | x1 | Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of electricity / energy infrastructure in South Africa. | Electricity / Energy Infrastructure Services | 6 | Geotechnical Engineer. | x1 | Bachelor's degree in Civil Engineering or Geotechnical Engineering, or in Engineering Geology. Must be registered as a Professional Engineer or Professional Engineering Technologist, or as a Professional Natural Scientist in terms of the Engineering Professions Act, 2000 or the | Geotechnical Engineering Services |
| ID | Key Resource / Expert | No. | Minimum Qualifications, Category of Professional Registration and Experience | Key Service(s) Discipline | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Project Manager and Team Leader. | x1 | Registration as a Professional Engineer in terms of the Engineering Professions Act, 2000, or as a Professional Architect in terms of the Architectural Professions Act, 2000. Must have at least 10 years post-registration experience in the delivery (planning and implementation) of buildings, municipal services (water, sanitation, roads, storm water, electricity, etc.) and related physical infrastructure in South Africa. | Project Leadership, Management Coordination and Administration Services. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Architect. | x1 | Registration as a Professional Architect in terms of the Architectural Professions Act, 2000. Must have at least 5 years post-registration experience in the provision of architectural services in the delivery (planning and implementation) of buildings, infrastructure and related works in South Africa. | Architectural Services. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Civil Engineer (Water, Sanitation and Waste Management Infrastructure). | x1 | Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of water, sanitation and waste management infrastructure in South Africa. | Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure). | x1 | Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of roads and transport infrastructure in South Africa. | Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Electrical Engineer (Electricity / Energy Infrastructure). | x1 | Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the delivery (planning and implementation) of electricity / energy infrastructure in South Africa. | Electricity / Energy Infrastructure Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Geotechnical Engineer. | x1 | Bachelor's degree in Civil Engineering or Geotechnical Engineering, or in Engineering Geology. Must be registered as a Professional Engineer or Professional Engineering Technologist, or as a Professional Natural Scientist in terms of the Engineering Professions Act, 2000 or the | Geotechnical Engineering Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



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| | | | Natural Scientific Professions Act, 2003. Must have at least 5 years post-registration experience in the provision of geotechnical engineering services on civil engineering infrastructure projects in South Africa | |
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| ID | Key Resource / Expert | No. | Minimum Qualifications, Category of Professional Registration and Experience | Key Service(s) Discipline |
|----|--|-----|--|---|
| 7 | Land Surveyor. | x1 | Bachelor's degree in Land Surveying plus professional registration as a Professional Land Surveyor in terms of the Professional and Technical Surveyor's Act, 1984. Must have at least 5 years post-registration experience in the provision of land surveying services in South Africa | Land Surveying Services |
| 8 | Town/Urban and Regional Planner. | x1 | Bachelor's degree in City/Town/Urban and Regional Planning or equivalent plus professional registration as a Technical Planner in terms of the Planning Professions Act, 2003. Must have at least 5 years post-registration experience in city/town/urban planning in South Africa. | Town/Urban Planning Services |
| 9 | Development Planner. | x1 | Registration as a Professional Planner in terms of the Planning Professions Act, 2003. Must have at least 5 years' post-registration experience in development planning in the municipal and/or public sector. | Development Planning and Social Facilitation Services |
| 10 | Financial Analyst / Infrastructure Investment Analyst. | x1 | Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management. | Infrastructure Investment Analysis |
| 11 | Geo-Information Science (GISc) Expert. | x1 | Bachelors' Degree in information Science or in Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have at least 5 years post-registration experience in the planning and establishment of GIS systems for public or private sector entities in South Africa. | Geo-Information Science Services |
| 12 | Environmental and Heritage Management Practitioner. | x1 | Registration as a Professional Natural Scientist in terms of the National Scientific Professions Act, 2003. Must have at least 5 years post-registration experience in the environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field in South Africa. | Environmental and Heritage Management Services |
| 13 | Market and Economic Research Expert. | x1 | Bachelor's Degree in Commerce / Marketing/ Economics or equivalent. Registration as a Marketing Practitioner SA (MPSA) by the Marketing Association of South Africa (MASA). Should preferably have at least 5 years post-graduation (working) experience in market research / economic research in the trade / economic development sector.in South Africa. | Market and Economic Research Services |



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| | 14 | Property Law Expert. | x1 | <p>Bachelors' degree in Law (LLB). Must be registered as an attorney by the Law Society of South Africa. Must have at least 5 years post-registration experience in property law in in South Africa.</p> <p>Legal Services w.r.t. Property e.g. Conveyancing, Registrations, Transfers, Sub-divisions, etc.)</p> <p>(2) The tenderer's primary business is to provide services in the built environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning and related services.</p> <p>(3). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than R 5 million in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(5) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p> |
| F.2.7 | The arrangements for a non-compulsory virtual (online) briefing session are as stated in the Tender Notice and Invitation to Tender. Addenda will be issued via the DBSA website to all prospective Tenderers by the DBSA SCM Unit. Queries should be submitted to DBSA SCM official in writing by the 13th July 2021 . | | | |
| F.2.10.3 | Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. | | | |
| F.2.12 | No alternative tender offers will be considered. | | | |
| F.2.13.1 | Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used. | | | |
| F.2.13.3 | <p>Electronic submission shall be submitted as TWO SEPARATE FOLDERS:</p> <p>FOLDER 1 - Pre-Qualifying and functionality proposal documents, and</p> <p>FOLDER 2 – Financial proposal only</p> | | | |
| F.2.13.4 | The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. | | | |
| F.2.13.5 | Tender submissions electronically only: | | | |



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| | <ol style="list-style-type: none"> 1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to lihleSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 13 JULY 2021. Any requests after the stipulated date and time will be disregarded. 3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically. <p>Tenderers who have received submission Links that have errors, will be provided with new Links for use.</p> |
| F.2.13.10 | <p>(Add after clause F.2.13.9)</p> <p>By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.</p> |
| F.2.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| F.2.16 | The tender offer validity period is 120 Days . |
| F.2.16.2 | One (1) Professional Service provider to be appointed |
| | <p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) An active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services. 2) A copy of the entity's professional indemnity insurance. 3) A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable). 4) A certified Copy of the B-BBEE Certificate/ Affidavit. |
| F.3.4 | The Tender offers received will not be opened immediately by the Employer after the closing time. However, a record of the Tender offers received will be made by the Employer immediately after the closing time. |
| F.3.5 | The two-envelope (two-folder) system will be followed for this Tender. Non-adherence to this will disqualify the submission. |
| F.3.11.1 | The procedure for the evaluation of responsive tenders is Method 2 : Functionality, Price and Preference. |
| F.3.11.5 | <p>The procedure for the evaluation of responsive tenders is Method 2 modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.</p> <p><u>Evaluation Criteria</u></p> <p>The tenders will be evaluated in accordance with Method 4 of the CIDB Standard Tender Evaluation Methods in four stages, namely:</p> <p>Stage 1 : Responsiveness Stage 2 : Quality (Functionality) Stage 3 : Financial Offer and Preferential Evaluation Stage 4 : Risk Analysis and Other Objective Criteria</p> <p><u>Stage 1: Responsiveness</u></p> <p>The Tenderer must be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;</p> |

| Clause number | Tender Data | | | | | | | | | | | | | | | | | | |
|---|--|--------------------------|--|---------------------|--|--------------------------|---|--|----|---|--|--|--|--|--|--|---|---|----|
| | <ul style="list-style-type: none">Standard conditions of tender as required.Returnable documents completed and signed.An active Tax Complaint PIN issued by the South African Revenue ServicesConfirmation of Attendance of compulsory briefing sessionAdherence to the two-folder processProof of Registration with a recognised professional body/institution of key expertsProof of Professional Indemnity Insurance to the value specified in the tender data.Submission of National Treasury Central Supplier Database (CSD) Summary Report.Submission of electronic copies of all the documents as listed in this Tender. <p><u>Stage 2: Quality {Functionality}</u></p> <p>The following criteria will be used to evaluate and score functionality:</p> <table><tr><th>Evaluation criteria</th><th>Scoring (for whole or each sub-element where applicable)</th><th>Maximum number of points</th></tr><tr><td rowspan="5">1. Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development of the Bojanala Special Economic Zone (SEZ) Master Plan in support of Moses Kotane Local Municipality.</td><td>Excellent = 10 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs</td><td rowspan="5">10</td></tr><tr><td>Good = 9 points 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 quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</td></tr><tr><td>Acceptable = 7 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</td></tr><tr><td>Poor = 4 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</td></tr><tr><td>Non-responsive = 0 points No response. Failed to address the methodology and approach.</td></tr><tr><td></td><td></td><td></td></tr><tr><td>2. Experience / Track Record of the Tenderer (Lead</td><td>Excellent = 30 points Tenderer has demonstrated experience and track record in completing five (5) or more infrastructure master plans in the</td><td>30</td></tr></table> | | | Evaluation criteria | Scoring (for whole or each sub-element where applicable) | Maximum number of points | 1. Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development of the Bojanala Special Economic Zone (SEZ) Master Plan in support of Moses Kotane Local Municipality. | Excellent = 10 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs | 10 | Good = 9 points 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 quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project. | Acceptable = 7 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic. | Poor = 4 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. | Non-responsive = 0 points No response. Failed to address the methodology and approach. | | | | 2. Experience / Track Record of the Tenderer (Lead | Excellent = 30 points Tenderer has demonstrated experience and track record in completing five (5) or more infrastructure master plans in the | 30 |
| Evaluation criteria | Scoring (for whole or each sub-element where applicable) | Maximum number of points | | | | | | | | | | | | | | | | | |
| 1. Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development of the Bojanala Special Economic Zone (SEZ) Master Plan in support of Moses Kotane Local Municipality. | Excellent = 10 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs | 10 | | | | | | | | | | | | | | | | | |
| | Good = 9 points 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 quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project. | | | | | | | | | | | | | | | | | | |
| | Acceptable = 7 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic. | | | | | | | | | | | | | | | | | | |
| | Poor = 4 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. | | | | | | | | | | | | | | | | | | |
| | Non-responsive = 0 points No response. Failed to address the methodology and approach. | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 2. Experience / Track Record of the Tenderer (Lead | Excellent = 30 points Tenderer has demonstrated experience and track record in completing five (5) or more infrastructure master plans in the | 30 | | | | | | | | | | | | | | | | | |

| Clause number | Tender Data | | |
|---------------|---|--|---|
| | Tenderer and Entities in JV, Consortium, Association, etc.): Tenderer's experience and track record in executing work of similar nature to the development of the Bojanala Special Economic Zone (SEZ) Master Plan in support of Moses Kotane Local Municipality. | built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa. | |
| | | Good = 27 points Tenderer has demonstrated experience and track record in completing at least four (4) infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa. | |
| | | Acceptable = 21 points Tenderer has demonstrated experience and track record in completing at least three (3) infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa. | |
| | | Poor = 12 points Tenderer has demonstrated experience and track record in completing at least two (2) infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa. | |
| | | Non-Responsive = 0 points No response. Failed to provide any evidence of experience and track record or completed less than two infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa. | |
| | 3. Experience of the Tenderer's Proposed Key Resources / Experts: Experience of the proposed team members for key services /disciplines relevant to the development of the Bojanala Special Economic Zone (SEZ) Master Plan in support | 1. Project Manager and Team Leader: Excellent: From 20 years upwards post-registration experience = 5 points. Good: From 15 years to less than 20 years = 4.5 points. Acceptable: From 10 years to less than 15 years = 3.5 points. Poor: From 5 years to less than 10 years = 2.0 points Non-responsive: Less than 3 years post-registration experience = 0 points. | 5 |
| | | 2. Architect: Excellent: From 15 years upwards post-registration experience = 5 points. Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points | 5 |

| Clause number | Tender Data | | |
|---------------|-------------------------------------|---|-----|
| | of Moses Kotane Local Municipality. | Non-responsive: Less than 2 years post-registration experience = 0 points. | |
| | | 3. Civil Engineer (Water Services Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points. Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 5 |
| | | 4. Civil Engineer (Roads, Storm Water and Transport Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points. Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 5 |
| | | 5. Electrical Engineer (Electricity / Energy Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points. Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 5 |
| | | 6. Geotechnical Engineer: Excellent: From 15 years upwards post-registration experience = 5 points. Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 5 |
| | | 7. Land Surveyor: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | 8. Town / Urban and Regional Planner: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |

| Clause number | Tender Data | | |
|---------------|-------------|---|-----|
| | | 9. Development Planner (Municipal Infrastructure): Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | 10. Financial Analyst / Infrastructure Investment Analyst: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | 11. Geo-Information Science (GISc) Expert: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | 12. Environmental Management Practitioner: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | 13. Market and Economic Research Expert: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | 14. Property Law Expert: Excellent: From 15 years upwards post-registration experience = 2.5 points. Good: From 10 years to less than 15 years = 2.25 points Acceptable: From 5 years to less than 10 years = 1.75 points Poor: From 2 years to less than 5 years = 1.0 points Non-responsive: Less than 2 years post-registration experience = 0 points. | 2.5 |
| | | | |


| Clause number | Tender Data | | | | | | | | | | | | | | |
|--|--|---|------------|---------------------|--|--------|----|-------|----|----|--|----|----|-------|-----|
| | 4. Lead Tenderer's Quality Management System: The Lead Tenderer's policies relating to Quality Management with regard to the effective provision of professional services required for the successful development of the Bojanala Special Economic Zone (SEZ) Master Plan in support of Moses Kotane Local Municipality. | Excellent = 10 points Lead Tenderer is SANS 9000 / ISO 9001 certified with proof of certification provided. Lead Tenderer's quality management policy is very comprehensive and is most likely to result in quality work. | 10 | | | | | | | | | | | | |
| | | Good = 9 points Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided. Lead Tenderer's quality management policy is comprehensive and is likely to result in quality work. | | | | | | | | | | | | | |
| | | Acceptable = 7 points Lead Tenderer's quality management policy is basic, workable, and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided. | | | | | | | | | | | | | |
| | | Poor = 4 points Lead Tenderer's quality management policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified and has neither undergone, nor is currently undergoing any SANS 9000 / ISO 9001 certification processes with an accredited certification body. | | | | | | | | | | | | | |
| | | Non-responsive = 0 points No response. Failed to provide the required information. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | Maximum possible score (Points) | | 100 | | | | | | | | | | | | |
| | Minimum threshold score for Tenderer's Financial Proposal to be considered | | 70 | | | | | | | | | | | | |
| <p>Please note: Tenderers must achieve a minimum overall score of 70 as well as the minimum score per criteria in order to be considered further.</p> <p><u>Stage {3}: Financial Offer and Preference Evaluation</u></p> <p>With reference to the PPPFA 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:</p> <table><tr><th colspan="2">Evaluation Criteria</th><th>Points</th></tr><tr><td>1.</td><td>Price</td><td>80</td></tr><tr><td>2.</td><td>Broad Based Black Economic Empowerment</td><td>20</td></tr><tr><td>3.</td><td>Total</td><td>100</td></tr></table> <p>*The contract may be awarded to a tenderer that did not score the highest points, in accordance with 2(1)(f) of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000.</p> | | | | Evaluation Criteria | | Points | 1. | Price | 80 | 2. | Broad Based Black Economic Empowerment | 20 | 3. | Total | 100 |
| Evaluation Criteria | | Points | | | | | | | | | | | | | |
| 1. | Price | 80 | | | | | | | | | | | | | |
| 2. | Broad Based Black Economic Empowerment | 20 | | | | | | | | | | | | | |
| 3. | Total | 100 | | | | | | | | | | | | | |



The Tender

Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan

| Clause number | Tender Data |
|---------------|--|
| | <p><u>Stage {4}: Risk Analysis & Other Objective Criteria</u></p> <p>a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000, in order to ascertain suitability for award.</p> <ul style="list-style-type: none">i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.ii) Fully compliant and registered with the National Treasury Central Supplier Database.iii) No misrepresentation in the tender information submitted.iv) Any non-performance on DBSA, or DBSA client projects.v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; andvi) The tenderer has completed the Compulsory Enterprise Questionnaire, and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer, or potentially compromise the tender process, and additionally, persons in the employ of the state are expressly permitted to submit tenders or participate in the contract.vii) Prohibited from doing business with the public sectorviii) Listed on the Register of Tender Defaulters by the National Treasuryix) Convicted by a court of law for fraud and corruptionx) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.xi) Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables.i) The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract.ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources |
| F.13.13 | <p>Tender offers will only be accepted for evaluation if:</p> <ul style="list-style-type: none">a) the tenderer submits an active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations;b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; andc) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contractd) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document |
| F.3.17 | <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p> |
| F.4 | <p>Additional Conditions of Tender Refer to F.4.1 and F.4.2 below.</p> |

| | | |
|---|------------|--|
|  | The Tender | Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan |
|---|------------|--|

| Clause number | Tender Data |
|---------------|---|
| F.4.1 | <p>Invalid tenders</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> a) If the two-envelope (two-folder) process was not adhered to, if it was stated as a requirement; b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data); c) if the tender is not completed in non-erasable ink; d) if the Form of Offer and Acceptance has not been signed; e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable. |
| F.4.2 | <p>Negotiations with preferred tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) Does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes.</p> |



The Tender

Tender No. RFP159/2021: Development of the
Bojanala Special Economic Zone (SEZ) Master Plan

Part T2: Returnable Documents

| | Pages |
|---|-------|
| T2.1 List of Returnable Documents | 13 |
| T2.2 Returnable Schedules | 14 |

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

In terms of this Request for Proposals (**RFP159/2021**), the following documentation must be submitted for the tender response to be deemed valid for consideration:

-
- ~~T2.2.1: Briefing Session: Declaration of Attendance~~
 - T2.2.2: Record of Addenda to Tender Documents
 - T2.2.3: Proposed Amendments and Qualifications by Tenderer
 - T2.2.4: Compulsory Enterprise Questionnaire
 - T2.2.5: Certificate of Authority for Joint Ventures
 - T2.2.6: Tenderer's active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services (SARS).
 - T2.2.7: Tenderer's Central Supplier Database Summary Report
 - T2.2.8: Bid Commitment and Declaration of Interest
 - T2.2.9: Declaration of Tenderer's Past Supply Chain Management Practices
 - T2.2.10: Certificate of Independent Bid determination [SBD 9]
 - T2.2.11: Professional Indemnity Insurance
 - T2.2.12: Preferencing Schedule:
 - T2.2.13: Copy of Joint Venture Agreement
 - T2.2.14: Evaluation Schedule: Proposed Methodology and Approach
 - T2.2.15: Evaluation Schedule: Experience and Track Record of the Tenderer in Executing Work of Similar Nature
 - T2.2.16: Evaluation Schedule: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts
 - T2.2.17: Evaluation Schedule: Lead Tenderer's Quality Management System

2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.13 (to illustrate validity of previous commitment)

3. C1.1 The offer portion of the Schedule C1.1 Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Price Schedule



The Tender

Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan

T2.2.1 BRIEFING SESSION – DECLARATION OF ATTENDANCE

Where applicable, the DBSA may choose to utilise an Attendance Register at the Brief that will be used as the proof of attendance.

| | | | |
|---------------------|---|--------------|----------|
| TENDER NUMBER | RFP 159/2021 | | |
| TENDER DESCRIPTION | DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN | | |
| TENDER CLOSING DATE | 09 JULY 2021 | CLOSING TIME | 00:00hrs |

DBSA is acting as the Programme Implementing Agent (PIA) on behalf of the ~~Moses Kotane Local Municipality~~. The goods / services are therefore required by the Customer Department / Institution, as indicated in this tender documentation.

| | | | | | | | |
|---------------------|---------------------------------|---|----|--|------|--|------|
| CUSTOMER DEPARTMENT | MOSES KOTANE LOCAL MUNICIPALITY | | | | | | |
| BRIEFING SESSION | Yes | X | No | | DATE | | TIME |
| VENUE | | | | | | | |

I/we hereby declare that I/we attended the non-compulsory briefing session to understand the requirements of the DBSA in order to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents, on the terms and conditions and in accordance with the specifications stipulated in the tender documents.

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

| | | | | | | | |
|-------------------------------|--|----------|--|-----------|--|------|--|
| TENDERER (OR ASSIGNEE(S) NAME | | POSITION | | SIGNATURE | | DATE | |
| FULL COMPANY NAME | | | | | | | |
| DBSA OFFICIAL NAME | | POSITION | | SIGNATURE | | DATE | |

SIGNATURE OF DBSA REPRESENTATIVE

T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

I/We confirm that the following communication received from the Employer before the submission of this tender, amending the tender documents, have been taken into account in this tender submission and are attached herewith

| ID | DATE | TITLE OR DETAILS |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

All Addenda to be attached to this page. Attach additional pages of this table if more space is required.

SIGNED ON BEHALF OF TENDERER: **Date:**.....

T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

| PAGE | CLAUSE OR ITEM | PROPOSAL |
|------|----------------|--|
| | | |
| | | |
| | | |
| | | |
| | | <div> Please note that no Proposed Amendments, Qualifications and Deviations are allowed in this Tender and this schedule should NOT be completed, but it must be signed by the Tenderer. </div> |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: **Date:**.....

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, consortium or association, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Physical address of enterprise:

(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Date tenderer commenced provision of services in built-environment

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | current | Within last 12 months |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or with the Employer and his Agents that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: Please attach company registration /incorporation documents to this page

SIGNED ON BEHALF OF TENDERER:

Date:



The Tender

Tender No. RFP159/2021: Development of the
Bojanala Special Economic Zone (SEZ) Master Plan

Non-Collusion Form

I, the undersigned

In my capacity as

(insert Sole Owner, Partner, Director, President, Secretary or other title)

Of _____

(insert name of the Company).

Acknowledges that on behalf of the above mentioned Company, I submit to Development Bank of Southern Africa, a tender and that all statements in such tender are of fact and are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person , Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.

That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender.
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ on this _____ day of _____

Signed on behalf of the tenderer

T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer (in support of our expression of interest) in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms , authorised signatory of the company, joint venture, consortium, association, close corporation or partnership , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |

Note: A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

T2.2.6 TENDERER'S VALID TAX COMPLIANCE STATUS (TCS) PIN

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.7: TENDERER'S CENTRAL SUPPLIER DATABASE SUMMARY REPORT

Tenderers are to append the summary report of the Government's Central Supplier Database in respect of the Tenderer, or of the main JV Partner to this page.

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 OF 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: | |
|---------------------------------|--|

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST
PART A: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents to the Development Bank of Southern Africa (DBSA), on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - a) the offer herein shall remain binding upon me/us and open for acceptance by the DBSA during the validity period indicated and calculated from the closing time of the bid;
 - b) this tender and its acceptance shall be subject to the terms and conditions contained in the tender documents and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act – PPPFA 2017 with which I am/we are fully acquainted;
 - c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DBSA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the DBSA and I/we will then pay to the DBSA any additional expense incurred by the DBSA having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the DBSA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DBSA may sustain by reason of my/our default;
 - d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - e) the law of the Republic of South Africa shall govern the contract to be created by the acceptance of my/our tender and that I/we choose *domicile citandi et executandi* in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from the contract to be entered into, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved

* Delete whichever is not applicable.

OTHER
TENDERERS
INVOLVED

7. AUTHORIZATION

Are you duly authorized to sign the bid?

INDICATE

Y

N

8. DECLARATION

Has the Declaration of Interest (part B of this form) been duly completed?

INDICATE

Y

N

T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]
PART B: DECLARATION OF INTEREST

9. 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by 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 with 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

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

| | |
|--|--|
| 10.1 Full Name of Tenderer or his/ her representative: | |
| 10.2 Identity Number: | |
| 10.3 Position occupied in the company : (director, trustee, shareholder ² , member) | |
| 10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust | |
| 10.5 Tax Reference Number: | |
| 10.6 Vat Registration Number: | |
| 10.6.1 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 11 below | |

¹"State" means-

- a) any national and 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/business and exercises control over the enterprise.

| | | | | |
|--|---|--|---|--|
| 10.7 Are you or any person connected with the Tenderer, presently employed by the state? | Y | | N | |
| If so, furnish the following particulars | Name of person/Director/shareholder/member: | | | |
| | Name of Institution to which the person is connected: | | | |
| | Position occupied in the institution: | | | |
| | Any other particulars: | | | |


| | | | | |
|---|---|--|---|--|
| 10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? | Y | | N | |
| 10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid). | Y | | N | |
| If no, furnish reasons for non-submission of such proof | | | | |

| | | | | |
|---|---|--|---|--|
| 10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? | Y | | N | |
| If YES, furnish particulars | | | | |

| | | | | |
|--|---|--|---|--|
| 10.10 Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? | Y | | N | |
| If so, furnish particulars | | | | |

| | | | | |
|---|---|--|---|--|
| 10.11 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? | Y | | N | |
| If so, furnish particulars | | | | |

| | | | | |
|---|---|--|---|--|
| 10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? | Y | | N | |
| If so, furnish particulars | | | | |

| | | |
|---|------------|---|
|  | The Tender | Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan |
|---|------------|---|

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

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
| | | | |
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DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE **DBSA** MAY ACT AGAINST ME BY DISQUALIFYING MY TENDER AND BY TAKING ANY OTHER NECESSARY ACTION SHOULD THIS DECLARATION PROVE TO BE FALSE.


| | | | | | |
|--|------------------|------|--|----------|--|
| NAME AND SIGNATURE OF TENDERER AND ASSIGNEES | Name: _____ | DATE | | POSITION | |
| | Signature: _____ | | | | |

T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The tenderer is obliged to complete the following declaration and where necessary furnish the required particulars in relation to persons or firms that are, or have been:

- a) Prohibited from doing business with the public sector
- b) Listed on the Register of Tender Defaulters by the National Treasury
- c) Convicted by a court of law for fraud and corruption
- d) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 1.1 | Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 1.1.1 | If so, furnish particulars: | | |
| 1.2 | Is the Tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 1.2.1 | If so, furnish particulars: | | |
| 1.3 | Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 1.3.1 | If so, furnish particulars: | | |
| 1.4 | Was any contract between the Tenderer and any other 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"/> |
| 1.4.1 | If so, furnish particulars: | | |

| | | |
|---|-------------------|---|
|  | <p>The Tender</p> | <p>Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan</p> |
|---|-------------------|---|

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 and knowledge both true and correct.

| | |
|--------------------|--|
| Signature: | |
| Date: | |
| Name: | |
| Position: | |
| Respondent: | |

T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]
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 *per 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 Tenderer if that Tenderer, 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 (Tender) 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 Tenderer (Tenderer)]

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 Tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the Tenderer to determine the terms of, and to sign the bid, on behalf of the Tenderer;
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 Tenderer, whether or not affiliated with the Tenderer, 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 Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer 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;

| | | |
|---|-------------------|---|
|  | <p>The Tender</p> | <p>Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan</p> |
|---|-------------------|---|

- (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 Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer (Tenderer)

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.**

T2.2.11
PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1. of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

| DETAILS OF PROFESSIONAL INDEMNITY INSURANCE | | |
|---|-----------------|---|
| NAME OF INSURED | NAME OF INSURER | LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM |
| | | |

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.12 PREFERENCING SCHEDULES: BBBEE
PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

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 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

| ITEM / DESCRIPTION | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED | 100 |

1.4.1 if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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/employer 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/employer.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is

bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to "Other Objective Criteria" listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 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 (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A 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.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- 5.8 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 8.1.1 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/ QSE.

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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

paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

T2.2.13 COPY OF JOINT VENTURE AGREEMENT

- i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.
- ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage, if functionality is applicable.
- iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH

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

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

The respondent must attach his / her approach paper to this page. The approach paper **should not be longer than five (5) pages**. The scoring of the methodology and approach will be as outlined in F.3.11.5 of the Tender Data.

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

| | |
|--------------------|--|
| Signature: | |
| Date: | |
| Name: | |
| Position: | |
| Respondent: | |

T2.2.15 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development of the Bojanala Special Economic Zone Master Plan (BSEZMP) over the past 10 years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.

Schedule T2.2.15: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

SCHEDULE T2.2.15: EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development of infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.

| Employer, contact person and telephone number and email address | Description of Professional Services Provided in the development of infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa. | Value of Service provided (inclusive of VAT (Rand) | Date Service Commenced | Date Ended | Service |
|---|---|--|------------------------|------------|---------|
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The Tender

Tender No. RFP159/2021: Development of the
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SCHEDULE T2.2.15: EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development of infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.

| Employer, contact person and telephone number and email address | Description of Professional Services Provided in the development of infrastructure master plans in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa. | Value of Service provided (inclusive of VAT (Rand) | Date Service Commenced | Date Ended | Service |
|---|---|--|------------------------|------------|---------|
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Tenderers are to submit a Reference Letter in support of the claimed experience / track record of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of Water Services Development Plans (WSDP) or Water Services Master Plans in the municipal sphere over the past 10 years.

The template of the Letter of Reference is attached to this schedule and must be submitted by the Tenderer.

Please, note that failure to submit Reference Letter (on the Client's Letterhead) of the completed previous work will automatically result to the experience not recognised. The reference should be addressed to one of the bidding organisation(s). With respect to subcontracted References; note that subcontracted professional services will need to be confirmed by the Client or Implementing Agent of the project.

LETTER OF REFERENCE

[To be provided by each Employer cited in SCHEDULE T2.2.15]

Please Note: Letters of Reference provided by Clients to the Tenderer in the past 10 Years will be accepted.

TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....
successfully provided the professional services described below and cited in SCHEDULE
T2.2.15:

***Description of Professional Services Provided by the Tenderer in the area of
Development of infrastructure master plans in the built environment (e.g. for human
settlements, industrial / commercial developments, water, sanitation, electricity, roads,
storm water, etc.) in the past 10 years in South Africa:***

.....

.....

.....

.....

I, the undersigned, duly authorised to do so on behalf of the Employer providing this
reference, confirm that the content of this schedule is to the best of my belief both true and
correct.

| | | | |
|------------------|--|-----------|--|
| Signed: | | Date: | |
| Name: | | Position: | |
| Contact details: | | | |

**STAMP OF EMPLOYER
PROVIDING THE REFERENCE**



The Tender

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

| | |
|--------------------|--|
| Signature: | |
| Date: | |
| Name: | |
| Position: | |
| Respondent: | |

T2.2.16 EVALUATION SCHEDULE: EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

The tenderer is referred to clause F.3.11.5. of the Tender Data and shall insert in the spaces provided below details of the key experts and other personnel required to be in the employment of the tenderer or from a professional services provider consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual of not more than five (5 nr) pages must be appended to this schedule.

The experience of proposed team members in relation to the scope of work will be evaluated from the:

- i. **Post-registration experience** in the relevant area outlined in Clause F.3.11.5 of the Tender Data.


A CV of each of the Tenderer's proposed Key Resources / Experts of not more than 5 pages should be attached to this schedule as per the template provided in this schedule. Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

Furthermore, the experience of the proposed Key Resources / Experts are to be summarized in the Summary Tables provided in this section.

The tenderer must ensure that, if selected for the assignment, the nominated staff will be assigned as proposed to meet the minimum requirements. Failure to do so may result in the award being cancelled by the Employer.

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as outlined in F.3.11.5 of the Tender Data.

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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

| KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER | | | | |
|---|-------------------|--|---------------------------------------|---|
| NAME | CURRENT JOB TITLE | QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr | YEARS OF POST-REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DELIVERY (PLANNING AND IMPLEMENTATION) OF BUILDINGS, MUNICIPAL SERVICES (WATER, SANITATION, ROADS, ETC.) AND RELATED PHYSICAL INFRASTRUCTURE IN SOUTH AFRICA |
| | | | | |
| KEY EXPERT 2: ARCHITECT | | | | |
| NAME | CURRENT JOB TITLE | QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr | YEARS OF POST-REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ARCHITECTURAL SERVICES IN THE DELIVERY (PLANNING AND IMPLEMENTATION) OF PHYSICAL INFRASTRUCTURE IN SOUTH AFRICA |
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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

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KEY EXPERT 3: CIVIL ENGINEER (WATER SERVICES INFRASTRUCTURE)

| NAME | CURRENT JOB TITLE | QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr | YEARS OF POST-REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DELIVERY (PLANNING AND IMPLEMENTATION) OF WATER, SANITATION, AND WASTE MANAGEMENT INFRASTRUCTURE IN SOUTH AFRICA |
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KEY EXPERT 4: CIVIL ENGINEER (ROADS, STORM WATER AND TRANSPORT INFRASTRUCTURE)



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| NAME | CURRENT JOB TITLE | QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr | YEARS OF POST-REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DELIVERY (PLANNING AND IMPLEMENTATION) OF ROADS AND TRANSPORT INFRASTRUCTURE IN SOUTH AFRICA |
|------|-------------------|--|---------------------------------------|---|
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KEY EXPERT 5: ELECTRICAL ENGINEER (ELECTRICITY / ENERGY INFRASTRUCTURE)

| NAME | CURRENT JOB TITLE | QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr | YEARS OF POST-REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DELIVERY (PLANNING AND IMPLEMENTATION) OF ELECTRICITY / ENERGY INFRASTRUCTURE IN SOUTH AFRICA |
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KEY EXPERT 6: GEOTECHNICAL ENGINEER



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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

| NAME | CURRENT JOB TITLE | QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr | YEARS OF POST- REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF GEO- TECHNICAL ENGINEERING SERVICES ON CIVIL ENGINEERING INFRASTRUCTURE PROJECTS IN SOUTH AFRICA |
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KEY EXPERT 7: LAND SURVEYOR

| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF POST- REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF LAND SURVEYING SERVICES IN SOUTH AFRICA |
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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

KEY EXPERT 8: TOWN/URBAN AND REGIONAL PLANNER

| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF TOWN/CITY/URBAN PLANNING SERVICES IN SOUTH AFRICA |
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KEY EXPERT 9: DEVELOPMENT PLANNER

| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF DEVELOPMENT PLANNING SERVICES IN SOUTH AFRICA |
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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

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KEY EXPERT 10: FINANCIAL ANALYST / INFRASTRUCTURE INVESTMENT ANALYST

| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF PROJECT FINANCE / INVESTMENT ANALYSIS / FINANCIAL ANALYSIS / SERVICES IN SOUTH AFRICA |
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KEY EXPERT 11: GEO-INFORMATION SCIENCE (GIS) EXPERT

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| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION (PLANNING AND ESTABLISHMENT) OF GIS SYSTEMS IN SOUTH AFRICA |
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| KEY EXPERT 12: ENVIRONMENTAL MANAGEMENT PRACTITIONER |
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| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- REGISTRATION EXPERIENCE | SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA |
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KEY EXPERT 13: MARKET AND ECONOMIC RESEARCH EXPERT

| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF MARKET / ECONOMIC RESEARCH SERVICES IN THE TRADE / ECONOMIC DEVELOPMENT SECTOR IN SOUTH AFRICA |
|------|-------------------|---|----------|--|---|
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KEY EXPERT 14: PROPERTY LAW EXPERT

| NAME | CURRENT JOB TITLE | QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr | AND & | YEARS OF REGISTRATION EXPERIENCE | POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF LEGAL SERVICES IN THE PROPERTY SECTOR IN SOUTH AFRICA |
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| SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER’S PROPOSED KEY RESOURCES / EXPERTS | | | | |
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CURRICULUM VITAE TEMPLATE (Page 1 of 3)

| | |
|--|--|
| Proposed role in the project | |
| 1. Surname | |
| 2. First Name | |
| 3. Date and place of birth | |
| 4. Nationality | |
| 5. Membership of Professional Bodies and Professional Registration with date achieved. | Professional Body / Association: Registration (Membership) Number: Date of Registration: |

6. Education / Qualifications

| Institution (date from – Date to) | Diploma(s) or Degree (s) obtained |
|-----------------------------------|-----------------------------------|
| | |
| | |
| | |
| | |

7. Post-Registration Diploma/ Graduate Experience

| Company/Organisation | (Date from – Date to) | Years of Employment | Position |
|----------------------|-----------------------|---------------------|----------|
| | | | |
| | | | |
| | | | |

8. Key Experience Relevant to Project

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9. Knowledge of issues pertinent to project

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CURRICULUM VITAE TEMPLATE (Page 2 of 3)

10. Post-Registration Experience in the delivery (planning and implementation) of buildings, municipal services (water, sanitation, roads, storm water, electricity, etc.) and related physical infrastructure in South Africa.

| | |
|-----------------------------|---------|
| Project Name and Locality | |
| Project Dates | |
| Project Position | |
| Description of duties | |
| Reference Name and Position | |
| Reference Contact Details | Tel: |
| | Cell: |
| | e-mail: |

| | |
|-----------------------------|---------|
| Project Name and Locality | |
| Project Dates | |
| Project Position | |
| Description of duties | |
| Reference Name and Position | |
| Reference Contact Details | Tel: |
| | Cell: |
| | e-mail: |

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|-----------------------------|------|
| Project Name and Locality | |
| Project Dates | |
| Project Position | |
| Description of duties | |
| Reference Name and Position | |
| Reference Contact Details | Tel: |

| | | |
|---|-------------------|--|
|  | The Tender | Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan |
|---|-------------------|--|

| | |
|--|---------|
| | Cell: |
| | e-mail: |

CURRICULUM VITAE TEMPLATE (Page 3 of 3)

| | |
|-----------------------------|---------|
| Project Name and Locality | |
| Project Dates | |
| Project Position | |
| Description of duties | |
| Reference Name and Position | |
| Reference Contact Details | Tel: |
| | Cell: |
| | e-mail: |


| | |
|-----------------------------|---------|
| Project Name and Locality | |
| Project Dates | |
| Project Position | |
| Description of duties | |
| Reference Name and Position | |
| Reference Contact Details | Tel: |
| | Cell: |
| | e-mail: |

I,, hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder and make myself available for this project.

Signature:.....

Date:

Commissioner of Oath Stamp

| | | |
|---|-------------------|---|
|  | <p>The Tender</p> | <p>Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan</p> |
|---|-------------------|---|

(The declaration must be signed by the individual himself/herself only and not any other person)

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

| | |
|--------------------|--|
| Signature: | |
| Date: | |
| Name: | |
| Position: | |
| Respondent: | |

T2.2.17 EVALUATION SCHEDULE: LEAD TENDERER'S QUALITY MANAGEMENT SYSTEM


The Lead Tenderer's policies relating to quality management shall be evaluated in relation to the indicative scope of work and the required services thereof.

The Lead Tenderer providing the required infrastructure planning, project preparation, project implementation and associated project support services in a JV, Consortium or Association, should submit a copy of their quality management policy to this schedule.

Tenderers should attach to this schedule a copy of the Lead Tenderer's Quality Management Policy and proof of achieving SANS 9000 / ISO 9001 certification, or alternatively, proof of currently undergoing the certification process.

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

| | |
|--------------------|--|
| Signature: | |
| Date: | |
| Name: | |
| Position: | |
| Respondent: | |

| | | |
|---|------------|---|
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|---|------------|---|

COVER PAGE TO FINANCIAL PROPOSAL

FINANCIAL PROPOSAL [TO BE PUT IN A SEPARATE FOLDER / ENVELOPE]

| | |
|--|---|
| NAME OF TENDERER | |
| SIGNATURE OF TENDERER (Duly Authorized) | |
| CLOSING DATE AND TIME OF SUBMISSION | 00:00hrs on Friday 16 July 2021 |
| PLACE OF SUBMISSION | Designated Electronic Tender Box Depository Indicated by DBSA Supply Chain Management (SCM) for this Tender |

*Note: This is a **Two-Envelope (i.e. Two-Folder) Tender**. Therefore the contents of this RFP document from this cover Page to the end of this document must be placed in a separate envelope (folder) marked "**Financial Proposal**".*

Failure to separate this financial proposal from the technical (functional) proposal will result in a disqualification of the tender submission.

Part C1: Agreements and Contract Data

Pages

| | | |
|------|--|----|
| C1.1 | Form of Offer and Acceptance | 64 |
| C1.4 | Contract Data | 68 |
| C1.5 | Occupational Health and Safety Agreement | 75 |



The Tender

Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

{Rand}
.....(in words);
{R} (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

**for the
Employer** **Development Bank of Southern Africa Limited**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness

Signature of witness

Date

1 Subject

Details

.....

.....

.....

| | |
|-----------------|--|
| 2 Subject | |
| Details | <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Please note that no Deviations are allowed in this Tender and this schedule should NOT be completed.</p> </div> |
| | |
| | |
| | |

3 Subject
Details

4 Subject
Details

ONLY 10
COMPLETED A1
ACCEPTANCE STAGE

5 Subject

 Details

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



The Tender

Tender No. RFP156/2021: Development of the
Bojanala Special Economic Zone (SEZ) Master
Plan

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness

Signature of witness Date

C1.2 CONTRACT DATA

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **Development Bank of Southern Africa Limited**

*The definition of **Project**:*

The project is the **development of the Bojanala Special Economic Zone (SEZ) Master Plan** in Support of Moses Kotane Local Municipality

*Add the following to the definition of **Period of Performance**:*

The period of performance is **Six (6) months**.

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

*Add the following to the definition of **Start Date**:*

The **Start Date** is the date when the Tenderer/Service Provider is introduced by the Employer to the municipality (Moses Kotane Local Municipality).

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorized and designated representative of the Employer is: **Ms. Catherine Koffman:**
Development Bank of Southern Africa (DBSA)

The address for receipt of communications is:

Telephone: (011)3133911.....
Facsimile: (011)206 3609.....
E-mail: CatherineK@dbsa.org.....
Postal Address: P. O. Box 1234, Halfway House 1685
.....
Physical Address: 1258 Lever Road,
Headway Hill, Midrand.....
Gauteng Province.....
.....

Clause 3.5:

Add the following:

The location(s) for the performance of the Project will be Moses Kotane Local Municipality Offices, Moses Kotane Local Municipality Municipal Area, the DBSA and Offices of the Tenderer and Tenderers Joint Venture partners.

Clause 3.9.1 and Clause 3.9.2:

Add the following:

The Service Provider shall not be entitled to apply to the Employer for an upward change (increase) in the Contract Price during the Period of Performance. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes shall be granted without any increase in the Contract Price.

Clause 3.9.3

Add the following:

The time-based fees (hourly rates) as stated in the Pricing Data are only applicable for additional Services requested and approved by the Employer, which were not part of the initial Services stipulated in the Scope of Work.

Clause 3.12.1

Add the following:

The daily penalty is 2.5% of the Contract Price up to a maximum amount of 75% of the Contract Price shall apply.

Clause 3.15.1:

Add the following:

The programme shall be submitted within 7 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service Provider's appointment and the contents thereof.

Clause 3.16.2:

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

Clause 4.7

Add the following:

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and on the basis of payment.

Insert:

Payment to the Service Provider shall be upon the completion of the following:

- The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the beneficiary Municipality on the project.
- Sign off by the beneficiary Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event Service Provider is unable to pay for services rendered to other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 million** in respect of each and every claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than R10 000 000 **R10 million** for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act**, Act No 130 of 1993.

And shall provide proof of insurance with its tender submission and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.

Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

Clause 7.2:

7.2.1 The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job

descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services on the **Start Date** defined above.

Clause 8.4.1:

Add the following:

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 2 months.

Clause 8.4.4:

Add the following:

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

Clause 9.1:

Add the following:

Copyright of documents prepared for the project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer

Clause 9.3:

This clause is to be deleted.

Clause 11.1:

Add the following:

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not subcontract more than 30% of the value of the professional fees relating to the full scope of service.

The Service Provider may be requested to procure additional specialist consultants and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Deputy Director-General: Inter-Governmental Fiscal Relations, Department of National Treasury.

Clause 12.2.4:

Add the following:

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

Clause 14.2

Replace Clause 14.2 with the following:

Amounts due to the Service Provider shall, as far as practicable, be paid by the Employer within thirty (30) Days of receipt by the Employer of the correct invoice with the relevant substantiation of work (deliverables) completed. The Employer shall take all reasonable, effective and efficient steps to pay the amounts due to the Service Provider within 30 days. No interest shall accrue on unpaid amounts beyond the 30 days on the invoices submitted by the Service Provider to the Employer.

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

Add the following new Clause after Clause 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

C1.2 CONTRACT DATA [Continued]

Part 2: Data provided by the Service Provider

Clause 1. The **Service Provider** is:

.....

Postal Address:

Physical Address:

.....

Telephone:

Facsimile:

Clause 5.3. The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:


Address:

Telephone:

Facsimile:

Clause 5.5 and Clause 7.1.2. The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

| NAME OF KEY PERSON / EXPERT | POSITION IN SERVICE PROVIDER'S TEAM | SPECIFIC DUTIES |
|-----------------------------|-------------------------------------|-----------------|
| 1. | | |
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|  <small>DEVELOPMENT BANK OF SOUTHERN AFRICA</small> <i>Building Africa's Prosperity</i> | The Tender | Tender No. RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan |
|--|-------------------|--|

Clause 7.2.1. The Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary)*:

| NAME | TITLE / POSITION | JOB DESCRIPTION | QUALIFICATIONS | ESTIMATED PERIOD OF ENGAGEMENT ON THE SERVICES (weeks) |
|------|------------------|-----------------|----------------|---|
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SIGNED ON BEHALF OF TENDERER

DATE

| | | |
|---|-------------------|--|
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C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT BETWEEN EMPLOYER AND A PROFESSIONAL SERVICE PROVIDERS

Person responsible for this contract:

.....

Contract Number:

WRITTEN AGREEMENT BETWEEN

DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

.....

EMPLOYER

AND


.....

Professional Service Providers (hereinafter referred to as “the Mandatory”)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS AMENDED.

I (name) representing
..... **(Company) (Mandatory)** do hereby acknowledge that
..... **(Mandatory name)** is an employer in its own right with
duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I
agree to ensure that all work will be performed, or machinery and plant used in accordance with the
provisions of the said Act. I furthermore agree to comply with all other relevant Acts while providing a
service to the **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer)**.

I acknowledge having received the necessary induction/training regarding the rules and regulations of
DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer) I will ensure that all
Contractors and Sub-contractors are properly informed and adhere to all the rules and regulations and
relevant legislation while on the premises. I will liaise with the person responsible, should I, for

| | | |
|---|-------------------|---|
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|---|-------------------|---|

whatever reason, not be able to complete the task/project or perform in the terms of this agreement.

My company is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational and Diseases Act, 1993 (Act No. 130 of 1993). My registration number is.....

We/I also agree that; the **Mandatory**, by their signatures hereto, do unreservedly and irrevocably indemnify **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED** (Employer) and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- any death, injury or incident to the Mandatory's Consortium, Consultant and/or Sub-consultant, Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- any damage caused to property of the **Mandatory**, Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises; and
- any claims resulting from non-compliance with legislation.

Reporting

The Mandatory and/or his designated person, appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act"), shall report to the Risk Control Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

Warranty of compliance

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of any of his employees while they are on the Employer's premises.

Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

Appointments and training

The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions that are pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users of any materials or operators of any machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises is done under strict supervision and that no unsafe or unhealthy work-practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee, with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that

this is accessible to his appointed responsible persons and employees. However the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

Cooperation

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

Work procedures

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with, and adhere to, such safe work practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

Health and safety meetings

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.

Compensation registration

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the

cover shall remain in force while any such employee is present on the premises.

Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

Incident reporting and investigation

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such an incident.

Sub-contractors

The Mandatory shall notify the Employer of any sub-contractor he may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

1. The Mandatory shall ensure that training, as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
2. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline.
3. The Mandatory shall inform the Employer of any Health and Safety hazard and/or issue that the subcontractor may have brought to his attention.
4. The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

Security and access

The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work to enter the premises.

The Mandatory and his employees shall not enter any area of the premises that is not directly associated

with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

Fire precautions and facilities

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Hygiene and cleanliness

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

No nuisance

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

Personal protective equipment

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform in accordance with the requirements

of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

Plant, machinery and equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are of sound order at all times and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer's unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

Transport

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Control Manager of the Employer.

Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's premises.

Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

| Confirmation and Acceptance | Initials |
|--|----------|
| I _____ confirm that I have read and understood the appointment as set out above. | |
| I _____ confirm that I have read and understood the appendices and confirm my intention to comply with all the legal requirements. | |
| I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved. | |
| I _____ confirm that I have received training in the assigned responsibilities and duties required of me. | |

THUS AGREED TO AND SIGNED AT _____ on this the _____ day
of _____ 2016, in the presence of the undersigned witness:

Signature _____

Date _____

Witness Name _____

Signature _____

**Signed on behalf of (Mandatory / Professional Service
Provider)**

THUS AGREED TO AND SIGNED AT _____ on this the _____ day
of _____ 2016, in the presence of the undersigned witness:


Signature _____

Date _____

Witness Name _____

Signature _____

**Signed on behalf of DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED
(Employer)**

| | | |
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Part C2: Pricing Data

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| C2.2 Pricing Data / Price Schedules | 87 |

C2.1 PRICING ASSUMPTIONS

GENERAL ASSUMPTIONS

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


1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for normal services as contained in the Government Gazette.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them: The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts.

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

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and in the Scope of Work, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert

automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.

8. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
9. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
10. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken.
11. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the CIDB Professional Services contract.
12. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The fees shall be calculated on a time and cost basis after factoring in all the resources to be applied to the projects tasks and activities, and then reduced by any applicable discounts.**
13. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. Tenderers are to attach a breakdown of the total proposed fee per deliverable to the relevant page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, 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. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
14. **Operational Expenses (Accommodation):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
15. **Operational Expenses (Subsistence Expenses):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
16. **Operational Expenses (Printing /Copying Expenses):** Where applicable (see section 10 above), these expenses shall be reimbursed based on the actual expenses incurred, plus an adjustment. Service Providers are required to indicate a preferred adjustment rate to the printing

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/ copying expenses in the priced schedules to be returned with the proposal.

17. **Combination and fixing (Capping) of travelling, printing, binding and copying into Non-Technical Operational Costs:** For the purpose of this tender, the operational expenses for travelling, accommodation, subsistence, printing, binding and copying (where applicable), have been combined and must never exceed a maximum of **5%** of the relevant professional fees applicable to the project deliverable or project phase.
18. **Technical Operational Costs:** These have been allowed for separate incidental Technical Operational costs that may (or may not) be associated with the provision of various technical services such as the Civil Engineering, Geotechnical, Land Surveying, Environmental and Heritage Management Services.
19. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (Part C1.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
20. **Fixed Price Contract:** This assignment will be based on a lump sum (fixed price) contract in (ZAR) Rands. Bidders are required to price total contract price using the tables (scheduled) in the next page. Once the offer of the Tenderer is accepted by the Employer, the overall project budget is fixed and must not be exceeded under any circumstances whatsoever.
21. **Proposed Fees to be based on costs of resources applied:** The total proposed fee per deliverable in the pricing schedules are to be derived by realistically considering the scope of work or key deliverable, the elements of the scope of work, the total resources to be applied in order to achieve the deliverable, and the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in sections C3.1.4 of this tender document.

C2.2.1 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS / EXPERTS

| ID | KEY RESOURCE / EXPERT | No. | HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR) | DISCOUNT TO HOURLY RATE (%) | NET HOURLY RATE OF KEY RESOURCE / EXPERT (Excl. VAT) (RAND/HR) |
|--------------|---|-----------|---|-----------------------------|---|
| 1 | Project Manager and Team Leader. | 1 | | | |
| 2 | Architect. | 1 | | | |
| 3 | Civil Engineer (Water, Sanitation and Waste Management Infrastructure). | 1 | | | |
| 4 | Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure). | 1 | | | |
| 5 | Electrical Engineer (Electricity / Energy Infrastructure). | 1 | | | |
| 6 | Geotechnical Engineer. | 1 | | | |
| 7 | Land Surveyor. | 1 | | | |
| 8 | Town/Urban and Regional Planner. | 1 | | | |
| 9 | Development Planner. | 1 | | | |
| 10 | Financial Analyst / Infrastructure Investment Analyst. | 1 | | | |
| 11 | Geo-Information Science (GISc) Expert. | 1 | | | |
| 12 | Environmental and Heritage Management Practitioner. | 1 | | | |
| 13 | Market and Economic Research Expert. | 1 | | | |
| 14 | Property Law Expert. | 1 | | | |
| TOTAL | | 14 | | | |



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C2.2.2 PRICING DATA: PROFESSIONAL FEES AND NON-TECHNICAL OPERATIONAL COSTS FOR THE DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN

The detailed description of the scope of work or key deliverable are outlined in **section C.3.1.4** of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for BSEZMP update is Six (6) months.


| ID | SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work | PAYMENT MILESTONE | PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand) | NON-TECHNICAL OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand) | TOTAL PROPOSED FEES AND NON-TECHNICAL OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand) |
|----|---|---|--|---|---|
| 1 | STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE BOJANALA SEZ MASTER PLAN WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) | a) Approved Project Implementation Plan (PIP), and b) Approved Project Inception Report (PIR) in the framework issued by the DBSA. | | | |
| 2 | EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO) | Approved Report which must include all the sub-elements outlined in the scope of work. | | | |
| 3 | UPDATING OF THE EXISTING PRE-FEASIBILITY STUDY / ECONOMIC CASE OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) | Approved Report. | | | |
| 4 | TECHNICAL FEASIBILITY STUDY OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) | Approved Report | | | |



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| ID | SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work | PAYMENT MILESTONE | PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand) | NON-TECHNICAL OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand) | TOTAL PROPOSED FEES AND NON-TECHNICAL OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand) |
|----|---|---|--|---|---|
| 5 | BANKABLE BUSINESS PLAN OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) | Approved Report | | | |
| 6 | SUPPORT FOR THE ADOPTION OF THE BOJANALA SEZ MASTER PLAN BY KEY STAKEHOLDERS | a) Approved Presentations to key stakeholders on the key outputs of the Bojanala SEZ Master Plan. b) Final Bojanala SEZ Master Plan incorporating all inputs received from key stakeholders. | | | |
| 7 | PROJECT CLOSEOUT REPORT | Approved Project Closeout Report using framework provided by DBSA | | | |
| 8 | TOTAL PROPOSED FEES AND NON-TECHNICAL OPERATIONAL COSTS (Excl. VAT) FOR THE DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4 | | | | |

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C2.2.3 PRICING DATA: TECHNICAL OPERATIONAL COSTS FOR THE DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN

The detailed description of the scope of work or key deliverable are outlined in section C3.1.4 of this tender document.

| ID | KEY SERVICES REQUIRED - <i>Refer to C3.1.4 of Part C3</i> | SUMMARIZED DETAILS OF ANY TECHNICAL OPERATIONAL COSTS INVOLVED (EXCL. VAT) (RANDS) | TOTAL PROPOSED TECHNICAL OPERATIONAL COSTS FOR THE KEY SERVICES REQUIRED (EXCL. VAT) (RANDS) |
|--|---|--|---|
| 1 | Architectural Services. | | |
| 2 | Civil Engineering (Water, Sanitation and Waste Management Infrastructure Services). | | |
| 3 | Civil Engineering (Roads, Rail, Storm Water and Transport Infrastructure Services). | | |
| 4 | Electrical Engineering (Electricity / Energy Infrastructure Services). | | |
| 5 | Geotechnical Engineering Services. | | |
| 6 | Land Surveying Services. | | |
| 7 | Town/Urban and Regional Planning Services. | | |
| 8 | Development Planning Services. | | |
| 9 | Geo-Information Services. | | |
| 10 | Environmental and Heritage Management Services. | | |
| TOTAL PROPOSED TECHNICAL OPERATIONAL COSTS (Excl. VAT) INVOLVED IN THE DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4 | | | |


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C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN

| SCHEDULE No. | DESCRIPTION | TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS) |
|--|--|--|
| C2.2.2 | Pricing Data: Total Proposed Fees and Non-Technical Operational Costs (Excl. VAT): Development of the Bojanala Special Economic Zone (SEZ) Master Plan. | |
| C2.2.3 | Pricing Data: Total Proposed Technical Operational Costs (Excl. VAT): Development of the Bojanala Special Economic Zone (SEZ) Master Plan. | |
| Sub-Total of Pricing for Proposed Fees, Non-Technical, and Technical Operational Costs for the Development of the Bojanala Special Economic Zone (SEZ) Master Plan (Excl. VAT). | | |
| VAT @ 15% | | |
| TOTAL PROPOSED FEES, NON-TECHNICAL AND TECHNICAL OPERATIONAL COSTS FOR THE DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN (Incl. VAT) | | |
| TOTAL TENDER PRICE FOR THE DEVELOPMENT OF THE BOJANALA SPECIAL ECONOMIC ZONE (SEZ) MASTER PLAN (INCL. VAT) CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (Incl. VAT) | | |


I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP159/2021: Development of the Bojanala Special Economic Zone (SEZ) Master Plan**

SIGNED ON BEHALF OF TENDERER: **Date:**.....

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Part C3: Scope of Work

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C3.1 Scope of Work

- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPAL BACKGROUND**
- C3.1.3 PROJECT OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS**
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**
- C3.1.7 REPORTING**
- C3.1.8 ACCOUNTABILITY**
- C3.1.9 CONTACT PERSON**

C.3.1.1 INTRODUCTION

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, electricity, education and health infrastructure backlogs in South Africa. In this regard, the DBSA is providing a wide range of infrastructure planning, project preparation, funding (lending) and infrastructure delivery support services to various municipalities, Sector Departments and public entities.


The successful implementation of the projects supported by the DBSA through its non-lending (capacity building), and lending support services is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

- a) Outcome 6: An efficient, competitive and responsive socio-economic infrastructure network;
- b) Outcome 8: Sustainable human settlements and an improved quality of household life;
- c) Outcome 9: A responsive, accountable, effective, and efficient local government.

In cognizance of the above role of DBSA, Moses Kotane Local Municipality (MKLM) and the North West Department of Economic Development, Environment, Conservation and Tourism (NWDEDECT) requested support from DBSA with the development of the Bojanala Special Economic Zone (SEZ) Master Plan. The development of the Bojanala Special Economic Zone (SEZ) Master Plan will assist in securing the final approval for the SEZ from the Department of Trade, Industry and Competition (DTIC). Once completed, the Bojanala SEZ Master Plan will enable the MKLM to anticipate the SEZ development, and to assist with the provision of the necessary enabling bulk services when required.

At a national strategic level, the development of the Bojanala SEZ Master Plan is intended to achieve the following objectives:

- d) The repositioning and renewal of the economy of the North West Province.
- e) Expansion of the strategic industrialisation focus to cover diverse regional development needs and context.
- f) Provision of a growth engine towards government's strategic objectives of industrialisation, regional development and employment creation.

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C.3.1.2 MUNICIPAL BACKGROUND

The Moses Kotane Local Municipality (MKLM) is a Category B municipality located within the Bojanala District in the North West Province. It is the largest of the five municipalities that make up the district, accounting for a third of its geographical area. It was established after re-demarcation of municipal boundaries and subsequent municipal elections in 2000. The municipality covers 107 villages in an area of 5 726 square kilometres with the main towns and locations being Madikwe, Mogwase and Sun City. Per Stats SA Community Survey 2016, the MKLM has a population of 243 648 persons in 80 654 households. The population growth rate was flat at 0.1% between 2011 and 2016. The main economic sectors are tourism, manufacturing, agriculture, and mining. The type(s) of economic activities is owed to its location within the major tourism and mining belt of the North West Province, Pilanesberg and Sun City. As a largely rural municipality, the revenue base of MKLM is relatively very low.

MKLM is the Water Services Authority (WSA) responsible for the provision of water and sanitation services. The municipality is licensed as an electricity services provider, but the service is currently outsourced to ESKOM. The MKLM is also responsible for the provision of integrated waste management and related services.

The Bojanala Special Economic Zone (BSEZ) is one of the nine (9) designated SEZ in the country. The main hub of the BSEZ is to be housed in a 100-hectare site of the Bodirelo Industrial Park. The industrial park is located near the town of Mogwase in Moses Kotane Local Municipality (MKLM) in the Bojanala Platinum District Municipality of the North West Province. The site will be developed in three phases comprising of a logistics park, light manufacturing space and a heavy industries manufacturing space. The BSEZ will be implemented by the North West Development Corporation (NWDC) on behalf of the North West Department of Economic Development, Environment, Conservation and Tourism (NWDEDECT). In terms of the Planning guidelines for SEZs, the DTI has requested that a SEZ Infrastructure Master Plan be developed. It is in this context, that the MKLM and NWDEDECT approached the DBSA for assistance with the development of the Bojanala SEZ Master Plan.


Some of the current challenges being experienced by MKLM are summarized below:

- a) Limited availability of raw water sources and inadequate bulk capacity.
- b) Inadequate bulk water capacity.
- c) Ageing infrastructure and dolomitic geology in some areas.
- d) Significant sanitation backlogs.
- e) Limited infrastructure asset knowledge with poor operations and maintenance.
- f) Poor roads infrastructure.
- g) Increase in number ("mushrooming") of informal settlements.
- h) Significant funding shortfalls for implementation of required infrastructure due to insufficient MIG / Conditional Grants allocations.
- i) Poor forward planning which leads to delayed implementation of projects funded by MIG.
- j) Challenges in provision of services to areas falling under tribal authorities (tribal land).
- k) Delayed delivery of housing projects.
- l) Inability to collect solid waste in the villages due to many inaccessible roads.

C.3.1.3 PROJECT GOALS AND OBJECTIVES

C.3.1.3.1 Project Goals

The goals of the project are to support the MKLM, NWDEDECT, and DTIC with strategic information (the Bojanala SEZ Master Plan) in order to:

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- a) Ensure the compliance of NWDEDECT and MKLM to their obligations in respect of the approval, proclamation and establishment of the SEZ.
- b) Assist the MKLM to anticipate the SEZ development and gear up its readiness to provide the enabling bulk services.
- c) Increase investment in industry and infrastructure, facilitate economic growth and reduce unemployment.

C.3.1.3.2 Project Objectives

The primary objectives of the project are to:

- a) Develop the Bojanala Special Economic Zone (SEZ) Master Plan.
- b) Assist the MKLM to ascertain the municipal services required to support the establishment and operations of the Bojanala SEZ.
- c) Provide inputs for the updating of the infrastructure master plans such as the Water Services Master Plan (WSMP), Water Services Development Plan (WSDP), and Roads and Storm Water Master Plan (RSWMP) of the MKLM.
- d) Provide clarity on the infrastructure investment needs of the Bojanala SEZ.
- e) Unlock funding from various sources for infrastructure development within the Bojanala SEZ, and in the MKLM area.

C.3.1.4 SCOPE OF WORK

C.3.1.4.1 General

The Professional Services Provider (“**the PSP**”) required for the development of the Bojanala SEZ Master Plan is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives. These will be followed by a Business Plan that details the objectives in such a way that clear direction is given to implementation of the Bojanala SEZ. In particular, the following activities are expected to be performed during the course of the development of the master plan:


- a) The development of the Bojanala SEZ Master Plan must be done in compliance with the Department of Trade, Industry and Competition (DTIC) requirements and standards. The PSP is expected to undertake all activities required to achieve the deliverables of the Bojanala SEZ Master Plan in such a manner as to attain approval by the DTIC.
- b) The PSP is expected to include a funding model and a programme for the implementation of all the infrastructure identified in the master plan. The funding model must include budgeting for ecological infrastructure, climate change and gender aspects.
- c) As part of the development of the Bojanala SEZ Master Plan, the PSP is expected to evaluate the short, medium and long-term infrastructure requirements to establish and operate the Bojanala SEZ.
- d) The following services, amongst others, will be required for the Bojanala SEZ Master Plan:

- i. Project Leadership, Management, Coordination and Administration services.
 - ii. Architectural Services.
 - iii. Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services).
 - iv. Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services).
 - v. Electricity / Energy Infrastructure Services.
 - vi. Geotechnical Engineering Services.
 - vii. Land Surveying Services.
 - viii. Town/Urban Planning Services.
 - ix. Development Planning and Social Facilitation Services.
 - x. Geo-Information Science Services.
 - xi. Environmental and Heritage Management Services.
 - xii. Market and Economic Research Services.
 - xiii. Legal Services w.r.t. Property e.g. Conveyancing, Registrations, Transfers, Sub-divisions, etc.)
- e) The above services for each discipline are required to be the comprehensive suite of normal detailed planning services to be provided in order to ensure the successful completion and approval of the key Deliverables in general, and of the Bankable Business Plan of the Bojanala SEZ Master Plan in particular. For guidance, the elements of the suite of normal services are contained in either the latest guidelines for defining the scope of services and determining the professional fees for registered persons as published in the Government Gazette for various professional disciplines, or by the latest guidelines published by the voluntary professional bodies for the various disciplines.
- f) The detailed planning outputs of the Bojanala SEZ Master Plan are to be in line with all applicable South African National Standards and relevant Codes of Practice (e.g. for township establishment, environmental and heritage management, national building regulations, Technical Methods for Highways TMH 7 part 1 and 2, TMH01 to TMH14, etc.).
- g) Materials testing (soils and rock samples, cores, etc.) are to be done to acceptable standard specified in the applicable Codes of Practice. These are to be priced under *Technical Operational Costs* in the pricing schedules.
- h) During the execution of the project, the PSP must at all times ensure strict adherence and compliance to all applicable regulatory and statutory compliance requirements.
- i) The provision of professional services to achieve full Environmental Authorization (where such authorization does not currently exist) is an integral part of the project's scope of work.
- j) At the conclusion of the project, ten (10) hardcopy and ten (10) electronic (CD / Flash drive) copy sets of the detailed planning outputs e.g. Bankable Business Plan, etc. are to be submitted to the Employer and key stakeholders as outlined in section 3.1.5.3 below.

C.3.1.4.2 Stakeholder Engagement and Consultations (Over-arching Requirements)

The PSP must work closely with the designated MKLM officials at all times during the implementation of the project. The PSP is also expected to liaise and consult with the following stakeholders (to mention a few) for purposes of information and data collection where relevant to the project:

- a) Moses Kotane Local Municipality's (MKLM 's) relevant Directorates (Units) – e.g. WSA, IDP, Finance, Community Services, Municipal Manager (MM), etc.
- b) North West Department of Economic Development, Conservation, Environment and Tourism (NWDETECT).
- c) North West Development Corporation (NWDC).
- d) The Development Bank of Southern Africa (DBSA) – i.e. the Employer.
- e) The Bojanala Platinum District Municipality.

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- f) Department of Trade, Industry and Competition (DTIC).
- g) Department of Water and Sanitation (National and Provincial)
- h) Department of Cooperative Governance and Traditional Affairs (National and Provincial)
- i) Municipal Infrastructure Support Agency (MISA).
- j) Organized business and NGOs.

The successful PSP must ensure that it fully engages with the stakeholders in order to ensure that any information that will assist on the development of the Bojanala SEZ Master Plan is made available in the shortest possible time. It is the duty of the PSP to escalate any lack of corporation to the designated Project Champion of MKLM, the MKLM Municipal Manager, and the DBSA so that bottle necks are addressed in a timely manner.

C.3.1.4.3 Summary of the Scope of Work and Key Deliverables

The key deliverables expected from the development of the BSEZMP are summarized in the Table below.

Table 1: Summary of Scope of Work and Key Deliverables of the Project


| ID | PART OF SCOPE OF WORK / KEY ACTIVITIES | KEY DELIVERABLE(S) / OUTPUTS |
|----|---|---|
| 1 | PART 1: Updating of the existing Pre-Feasibility Study / Economic Case of the Bojanala SEZ. | PART 1: Updated Pre- Feasibility Study Report on the Economic Case of the Bojanala SEZ. |
| 2 | Part 2: Technical Feasibility Study of the Bojanala SEZ. | Part 2: Technical Feasibility Study Report of the Bojanala SEZ |
| 3 | PART 3: Bankable Business Plan of the Bojanala SEZ. | PART 3: Bankable Business Plan of the Bojanala SEZ. |

REQUIREMENT OF A COMPREHENSIVE “MASTER ANNEXURE”: As part of the reports comprising the key Deliverables cited in the above table, the PSP must collate and submit in a comprehensive “**Master Annexure**” the key supporting documentation consisting of the detailed planning outputs / reports of each of the relevant respective services cited in section C.3.1.4.1 (d) – the analysis and distillation of which informed the contents of the key Deliverables (Part 1, Part 2, and Part 3) cited in the above table.

C.3.1.4.4. Description of Scope of Work [Development of the Bojanala SEZ Master Plan]

The purpose of the development of the **Bojanala Special Economic Zone (SEZ) Master Plan (“the Project”)** is to compile an implementation strategy, with goals and objectives, which will be followed by a “bankable” Business Plan detailing the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects.

- The Project must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands and capacity of the existing infrastructure systems in the municipality.
- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose time lines regarding when such infrastructure will be required.
- It will include a funding model and a programme for the implementation of all the integrated infrastructure projects identified and prioritized.

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- The assessments will address the primary and secondary infrastructure networks and systems, and the primary and secondary equipment needed to deliver a reliable, safe and affordable service to all existing and future consumers within the SEZ area.
- The PSP is required to make recommendations aimed at assisting the municipality and the SEZ Operator with acquiring land, registering servitudes, undertaking an Environmental Impact Assessment (EIA) and with the development of detailed designs for construction of the identified priority projects over the short, medium and long term.
- The Project report should contain the narrative (text) supplemented by graphs, charts, maps, GIS, etc.


The Project must be developed in accordance with the latest edition of the government's *Guidelines on the Processes and Procedures for the Planning and Establishment of the Special Economic Zones Programme (SEZ)* published by the Department of Trade, Industry and Competition (DTIC). – to which reference should be made. The Service Provider is expected to obtain written confirmation from the Department of Trade and Industry that the Project outputs meets the standards required by the Department's guidelines. In terms of these guidelines, the Project report must (as a minimum) contain all relevant information under the general outline or framework outlined below.

1. EXECUTIVE SUMMARY

The information in this section is synthesized from the feasibility study section of the SEZ outlined in sub-sections 2, 3 and 4 below.

A concise and clear high-level summary of the Business Case (\pm 10 pages) for the Bojanala SEZ is to be presented comprising:

- a) **A statement of intent**, substantiating the purpose and objectives of the proposed SEZ.
- b) **Policy fit**: How the proposed SEZ constitutes one of the tools for the implementation of the country's industrial policy and how it contributes to the national economic and industrial development goals and objectives as expressed in the New Growth Path (NGP), National Industrial Policy Framework (NIPF), IPAP and NDP. A clear indication must be provided on how the SEZ will focus on priority sectors that have significant potential for job creation, how it will contribute to the expansion of the manufacturing sector, and how the SEZ designation will further Government's industrial development goals and national objectives. The linkage and fit of the SEZ with the Integrated Development Plans (IDP), the Spatial Development Framework (SDF) of the area, the SEZ Act and Regulations should also be referenced in this section.
- c) **Geographic Profile**: A socio- economic profile of the SEZ's geographic area;
- d) **A brief Business Case** (thematic focus, economic rationale, land and area description, financial details, socio- economic and environmental considerations, sector development and investment pipeline, scope of work for SEZ establishment, institutional model, projected costs, implementation plans and timelines);
- e) **A distinct economic rationale** for applying for the SEZ status - why the concept should be considered for an SEZ and the improvement it would bring to the South African economy;
- f) **Long-term economic viability**: An indication that the SEZ is economically viable on the long -term with respect to the viability of the targeted economic activities in the SEZ;
- g) **Socio -Economic impact of the SEZ** with regards to its contribution to increased economic growth, acceleration of industrial and economic development, creation of more

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sustainable jobs, increased foreign and domestic investments, and more value -added exports;

- h) **Equity considerations:** A statement of how the proposed SEZ promotes geographic equity amongst various provinces and regions by contributing to the distribution of economic zones amongst various provinces and thereby mitigating the overconcentration of the national economy in a few regions;
- i) **Summary of risks and risk mitigation measures** with technical /infrastructure, operational, environmental, market, political, strategic, regulatory and financial risk response strategies; and
- j) **Evidence of possible financial resources** as well as a demonstration of affordability value for money drivers.

2. STAKEHOLDER ENGAGEMENT AND EXISTING SITUATION ASSESSMENT


The process of developing the Bojanala SEZ Master Plan will involve public sector officials from all relevant spheres of government and its parastatals, public political representatives, organized local business and the communities from grass roots level. Therefore, as part of the scope of work, the appointed professional services provider must make provision for an inclusive participation process involving all the parties mentioned. The technical process will rely on the participation of relevant officials and political representatives from the municipalities, provincial and national government regarding technical inputs and the decision-making process.

a) Stakeholder Engagement

The Service Provider is to provide a summarized report in this section on the stakeholder engagement processes undertaken during the development of the Project, the (list of) key stakeholders consulted and collaborated with, the challenges encountered and how they were overcome, and the critical future stakeholder engagement processes that are expected to be conducted by key stakeholders long after the Bojanala SEZ Master Plan has been developed and approved.

b) Existing Situation Assessment (Understanding the Status Quo)

- i. **Identification of the sector plans, programmes, projects and initiatives** in all spheres of government that will affect the development and viability of the water and sanitation service infrastructure in the municipality under consideration. These will include national and provincial imperatives and prioritized plans,
- ii. **Evaluation and analysis of the visions, sector strategies, sector plans and targets** outlined in various source documents which will be made available to the appointed Service Provider by the municipality, by NWDEDECT, or which the service provider can source by itself. Purpose is to ensure alignment and integration.
- iii. **Acquisition, collation and assessment of information on the existing infrastructure networks and systems** including the following information:
 - *Geographic information - the details of the locations and coverage of the existing water, sanitation, roads, storm water, energy, ICT, etc. infrastructure.*
 - *Identification and classification of network assets including bulk supply and feed-in points, distribution and associated reticulation systems.*
 - *Standards, criteria for design, etc.*
 - *Historical investments in the network and refurbishments done.*

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- Network models applicable to the type and design of the distribution network.
- Present load data.


The sector strategies and plans which are to be considered (including all existing master plans), are for Water and Sanitation, Roads and Storm water, Energy, Solid Waste, Municipal amenities, Integrated housing (human settlements) sectors. They will include Growth and Development Strategies, Local Economic Development Strategies and Plans, Spatial Development Frameworks (SDF), Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP), and the Government's Medium-Term Strategic Framework (MTSF). Other planning and strategy documents include but are not limited to Environmental strategies and plans, Municipal Growth and Development Plans, Urban Renewal Strategy. Typical national documentation to be consulted will include the National Spatial Development Framework, the National Growth and Development Strategy, National Development Plan, and the National Economic Development Framework.

It is essential that the above plans are read in conjunction with the Integrated Development Plan (IDP) and the Spatial Development Framework (SDF) to ensure that they support the growth direction proposed for the municipality and for the SEZ or highlight areas that need to be reconsidered in terms of the SDF. Where necessary, proposals should also be formulated so that they align with applicable national and provincial programmes, projects and initiatives.

3. UPDATING OF THE EXISTING PRE- FEASIBILITY STUDY / ECONOMIC CASE OF THE SEZ

The PSP is expected to update the existing Pre-feasibility study / economic case of the SEZ by updating the relevant elements below:


- c) **Opportunity Identification and Analysis:** Identification and quantification of the economic benefits that are likely to emerge from the SEZ (zone) development including, but not limited to the following:
 - i. Potential number of jobs to be created as a result of the SEZ – identification of which jobs would be realised at the various stages;
 - ii. Potential value and number of investments to be attracted and developed as a result of the zone;
 - iii. Multiplier effects;
 - iv. Number and value of other economic activities to be created as a result of the zone; and
 - v. General impact of the zone in the region (in terms of spin- offs from infrastructure development to the municipality and surrounding areas), the province and the country.
- d) **Key Requirements:** Identification and analysis of the key requirements to unlock or realise the identified opportunity, including:
 - i. Policy and strategy alignment at national, provincial and regional levels;
 - ii. Investors and investor -readiness;
 - iii. Skills and human capital;
 - iv. Technology;
 - v. Environmental matters including, sustainable development;
 - vi. Availability of land, land identification per Deeds Office references, identity of current owners (including, location of the land in terms of connectivity to transportation networks, proximity to the labour base, availability of public transportation, access to IT and communication networks, adequacy of space for growth);
 - vii. Stakeholder-readiness; and
 - viii. Bulk infrastructure (water, energy, waste, etc.).

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- e) **Regional Socio-Economic Analysis:** Provide a regional profile for the proposed SEZ including, but not limited to -
- General socio- economic trends, economic growth (national, provincial and region; gross regional domestic product; export and import; local government finance; comparative and competitive advantages; employment; foreign direct investment and domestic investment; population and density; minimum regional /provincial wage etc.);
 - General sectoral analysis (indicate performance and impact of key sectors identified for the SEZ in the region);
 - Regional transportation data (national, provincial or local road network; main modes for cargo movement;
 - transportation system, i.e. land, sea, air and ferry transportation; domestic and international load and unload etc. This should also factor planned projects that are being rolled out or included in Presidential Infrastructure Co-Ordinating Commission (PICC); and
 - Existing industrial infrastructure (assessment of the availability, costs, quality, functionality and appropriateness of existing infrastructure such as land, water supply, energy, information and communications technology, housing, waste water /solids, education and training etc. related to the envisaged SEZ development).
 -
- f) **Economic Impact Assessment:** Identification and quantification of the economic benefits that are likely to emerge from the zone development including, but not limited to the following:
- Potential number of jobs to be created as a result of the zone - identify which jobs would be realised at the various stages;
 - Potential number of jobs to be created as a result of the SEZ – identification of which jobs would be realised at the various stages;
 - Potential value and number of investments to be attracted and developed as a result of the zone;
 - Multiplier effects;
 - Number and value of other economic activities to be created as a result of the zone; and
 - General impact of the zone in the region (in terms of spin- offs from infrastructure development to the municipality and surrounding areas), the province and the country.
- g) **Benchmark Studies:** Provision of a benchmark of key trends and strategies for the prioritised industrial sectors of selected leading players or regions (hubs) including, sector strategies etc.
- h) **Key Strategies:** Outline key strategy options and their implications for exploiting the opportunity (e.g. public sector driven, PPP etc.) and recommended strategies. Mechanisms for ranking options: cost and benefit analysis /ratios etc. should be outlined.
- i) **Business Case:** This is a detailed rationale and business case for the SEZ, built on the brief case provided in the Concept Note of the SEZ.

4. TECHNICAL FEASIBILITY STUDY OF THE SEZ

- a) **Executive Summary:** A statement of intent and summary of the technical feasibility study must be provided in this section.

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- b) **General Overview:** Building on the work done in the pre-feasibility section above, provide a more detailed general overview of the SEZ location with information on and detailed analysis of:
- i. Demographic profile of the population of the area and the impact thereof;
 - ii. Socio- economic profile of the area including, the rate of unemployment, education, health, human development profile and the impact thereof;
 - iii. Economic profile of the area including, an analysis of existing enterprises by size and sector within the municipal boundaries of the proposed SEZ and the impact thereof; and
 - iv. Availability of utilities and plans for future availability at municipal and provincial level.
- c) **Socio-Economic Feasibility:** A detailed Economic rationale for the application for designation of a SEZ including, information on and analysis of:
- i. Projected outputs and expected key outcomes of the SEZ;
 - ii. Projected economic impact of the SEZ on the local, district, provincial and national economies;
 - iii. Projected employment to be created during the various phases of the establishment of the SEZ, the sectors within which employment will be created and the nature of the employment, which may be permanent or temporary, direct or indirect;
 - iv. Industrial activity targeted by the SEZ, the sectors and information on what the targeted industrial activities create in the economy including, a demonstration of Detailed industry and sector assessment studies:
 - Extent of export of value -added products;
 - Extent of import substitution;
 - Beneficiation of raw materials and mineral Resources;
 - Skills training and transfer;
 - Innovation and intellectual property development Including, the scope for new markets and
 - manufacturing or distribution innovations;
 - Alignment with existing initiatives on training, business development, retention and expansion, and
 - infrastructure upgrades; and
 - Use of and impact on processing and manufacturing technologies.
 - v. Nature and maturity of manufacturing technology to be used by businesses intending to locate in the SEZ.
 - vi. Localisation plan including:
 - The impact on supplier development and potential to develop a cluster of enterprises to achieve commercial viability; and
 - Projected procurement including; the use of local materials, technologies and labour.
 - vii. Social impact of the proposed SEZ including, information on and analysis of:
 - Housing;
 - Education;
 - Health care;
 - Access to public transportation
 - Safety and security; and
 - Availability of basic services.
- d) **Technical Feasibility:** The technical feasibility should at a minimum comprise:
- i. Detailed geo- technical investigation of land portion.
 - ii. Traffic impact studies.
 - iii. Topographical surveys.
 - iv. Land availability, suitability, identification by erf number, current ownership and planning.


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- v. Completion of all relevant civil engineering studies for water, sanitation, rail, roads and storm water.
 - vi. Detailed land use zoning, site planning and design density, building layout design, vehicle movement and parking, landscape, signage, traffic control.
 - vii. Urban designs, landscape design and architectural design.
 - viii. Feasibility study for Bulk infrastructure (water, energy, waste, ICTs etc.).
 - ix. Spatial Development Framework for the SEZ.
- e) **Financial Feasibility:** At a minimum, the financial feasibility will include the following:
- i. Financial modelling and scenario planning (including exploration on PPP, equity, state etc.)
 - ii. Financial forecasting:
 - iii. Sustainable revenue and sources of revenue;
 - iv. Turnover and profit;
 - v. Operational financing;
 - vi. Capital financing; and
 - vii. Land purchase costs and source of funds.
- f) **Legal and Policy Study:** This consists of:
- i. Detailed Environmental Impact Assessment (EIA);
 - ii. Public consultations;
 - iii. Contracts and agreements;
 - iv. Land ownership and use rights;
 - v. Detailed land use zoning, site planning and design density, building design, vehicle movement and parking, landscape, signage, traffic control; and
 - vi. Labour relations and related matters.
- g) **Risk Analysis:** This entails the following:
- i. Identification and analysis of all risk factors (local, national and global);
 - ii. Risk monitoring and assessment;
 - iii. Risk responses (elimination, mitigation, prevention).
 - iv. Unforeseen and immediate risks;
 - v. Risk contingency planning; and
 - vi. Risk tracking.


5. BANKABLE BUSINESS PLAN

The findings and conclusions of the Pre-feasibility Study / Economic Case and the Technical Feasibility Study are crystalized into a bankable Business Plan in this section. The minimum contents of the Bankable Business Plan are outlined below.

- a) **SEZ Strategy:** This section outlines the rationale behind the application for SEZ designation, also stating the sector /s that will operate within the SEZ (with letters of intent; letters of commitment; and other statutory documents). It includes the following:
- i. Mission statement;
 - ii. Goals and objectives;
 - iii. Performance indicators;
 - iv. SWOT (strengths, weaknesses, opportunities and threats) analysis and outcomes to achieve /avoid; and
 - v. Value proposition.
- b) **Socio-Economic Analysis:** This section presents the outputs of the work already done during the pre-feasibility and feasibility stages outlined above.


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- c) **Economic Analysis:** A synthesis of the detailed economic analysis of the region with the economic rationale for the establishment of a SEZ is to be presented. It includes the following:
- i. The estimated employment opportunities (i.e. a distinction to be made between employment during construction and operational phase, direct and indirect employment, and permanent and temporary employment);
 - ii. The SEZ's potential contribution to regional and national GDP;
 - iii. Availability of natural endowments and infrastructure;
 - iv. The potential to develop a critical mass or cluster of enterprises required to achieve commercial viability;
 - v. An analysis of existing infrastructure to support SEZ development including, access to land and municipal
 - vi. services and utilities; shortages identified with services and utilities and the estimated cost of addressing these shortages; and
 - vii. The SEZ's additions, which will be an added advantage, i.e. will the project be exporting products; there be any export substitution, beneficiation or export-import substitution, etc.
- d) **Spatial Development Plan (SDP) of the SEZ:** The SDP of the SEZ must include the following:
- i. Location and boundary of industries and services areas;
 - ii. Location and boundary of Customs Controlled Areas (CCAs);
 - iii. Security measures to ensure lawful operation of the proposed SEZ;
 - iv. Nearby residential and commercial zones and developments; and
 - v. References to existing and relevant Integrated Development Plans (IDPs) and indicate how this integrates with the plans for the SEZ.
- e) **Infrastructure Plan:** The detail of how the SEZ intends to provide utilities, i.e. electricity, water, hazardous waste facilities, refuse disposal facilities, ICT etc. (with an indication of all written or verbal arrangements that have been made with the suppliers of such utilities) must be presented in this section. It includes:
- i. Physical master plan (current status, requirements, gaps identified, detailed plan to address this) of the proposed SEZ including, its physical location, location and boundary of industries and services area, location and boundary of customs-controlled area;
 - ii. Geotechnical investigations, study and assessment;
 - iii. Environmental Authorizations: A basic environmental assessment report and detailed scoping and EIA process, where necessary;
 - iv. Availability of natural resources and services;
 - v. Availability and analysis of existing infrastructure to support the SEZ development including, access to land, availability of municipal services, telecommunications services and utilities;
 - vi. Indicative infrastructure development and construction plan within the SEZ;
 - vii. Project management methodology to monitor and control development of physical infrastructure within the SEZ; and
 - viii. Land ownership and control: The extent to which the applicant owns or controls the area to be considered for designation as a SEZ needs to be clearly stated and supported by documentation. Where the area envisaged as a SEZ is not owned by the applicant, a clear statement of how the land will be acquired or control will be exercised over the land must be provided in this section.
- f) **Construction Plan:** Realistic details to be provided include the delivery (implementation) timeframes, concept architectural layout drawings, designs and details regarding

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regulatory requirements for construction. The construction plan should outline the resources required for construction, list the contracts that will be required, procurement processes, budget required, contingencies, risks, inspection schedules and breakdown of work packages for construction of any SEZ buildings that will be undertaken by the SEZ Operator or entity.

- g) **Financial Plan:** A financial analysis and projections for 20 years including, the budget for each of the first five (5) years and for every five -year period thereafter and a clear indication of the sources of funding should be provided. The expected financial years for break -even and for a surplus must be indicated, as well as projected total cost of establishing the SEZ. It is important to demonstrate the project's value for money drivers. The financial plan should include the following:
- i. A detailed income statement, balance sheet, cash flow statement and break - even analysis;
 - ii. Projected total cost of establishing the SEZ including, cost of acquiring the land and the source of these funds;
 - iii. Projected return indicators on capital, e.g. internal rate of return (IRR), return on investment (ROI);
 - iv. Projected revenue and operational costs with break -even projections for various scenarios, e.g. low -road and middle- road scenarios; and
 - v. Access to financial resources: An indication of the sources of funding to establish the SEZ. This must include evidence of financial resources and access to such resources to prove that there will be sufficient access to establish and operate the SEZ sustainably (indicate access to financial resources equal to at least 20% of the development cost of the first phase of the proposed SEZ at the time of the conclusion of the SEZ operator agreement). A statement of affordability should be included. Access by the applicant to financial resources to fund operational expenditure of the SEZ for five (5) years and supporting documents demonstrating this should be included. If the owner is a provincial or municipal authority, a letter from the relevant budgeting authority acknowledging that they are aware of the project and its full cost, and will make provision in the budget to meet the financial commitment, should be included in this section.
 - vi. the SEZ operator agreement).
- h) **Market Analysis:** A detailed market analysis must be presented in this section *inter alia* stating, but not limited to:
- i. International and local trends and market size;
 - ii. SEZ risks;
 - iii. Strengths, weaknesses, opportunities /drivers, threats /constraints;
 - iv. Local and external clients;
 - v. Competitors and local market players;
 - vi. Future growth prospects and potential;
 - vii. Potential markets; and
 - viii. Potential tenants (including the process to engage and attract them to the SEZ).
- i) **Marketing Plan:** This section must detail the channels and services to be used in sourcing foreign direct investment (FDI) and local investment (it will be an added advantage to include secured letters of intent with potential investors). The marketing plan must also address investment promotion and facilitation (how business will be attracted to locate in the SEZ), advertising, branding and investment aftercare. It should include aspects such as:
- i. Unique offering;
 - ii. Value proposition;


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- iii. Vision;
- iv. Objectives;
- v. Performance measurements;
- vi. Slogan /catch phrases;
- vii. Identification of the market and market segments (size, trends, impact, growth, companies);
- viii. Criteria to identify potential companies;
- ix. Plans to engage these identified companies;
- x. Key messages to companies and key stakeholders;
- xi. Targeted investments with timelines;
- xii. Media plan (printed media, radio, TV, social media, web presence); and
- xiii. Business attraction and retention plan identifying the businesses that the applicant has attracted to locate within the SEZ with details including, contact details, main area of business, estimated investment value and signed letters of intent from businesses to locate within the SEZ.

- j) **Operational Plan:** Operational plan of SEZ development together with an indication of the date on which the initial phase of the SEZ is estimated to be operational as well as the anticipated implementation of subsequent phases of the proposed SEZ, i.e. business plan milestones must be presented in this section. The Operational Plan should include:
 - i. How the applicant will develop, operate and maintain the SEZ;
 - ii. Identification of suppliers that will provide services necessary to operate the SEZ and contractual arrangements that will be entered into with service providers;
 - iii. Facility management arrangements and legal agreements, identifying engineering and development alignment gaps and priorities in infrastructure located outside the in relation to infrastructure to be located within the SEZ;
 - iv. A work breakdown structure with tasks and activities, delivery date and responsible person(s); and
 - v. A Gantt chart showing all the deliverables and objectives of the business plan.
- k) **Governance Plan and Ownership Model:** Indication must be provided of the ownership structure* (e.g. Schedule 3D status) of the licensee, supported by shareholders' agreement, indicating shareholding and percentages of shareholding. This should include, the institutional structure of the SEZ entity as well as commitment from the province to fund the operational costs.
- l) **Risk Management Plan:** This is based on the already identified risk profile and should include a Risk Register and a Risk Matrix with sources, impact, probability and costs of technical, operational and financial risks indicated, and showing remedial (e.g. transfer and mitigation) actions. Risks to be addressed in the risk management plan include:
 - i. Operational;
 - ii. Financial;
 - iii. Market;
 - iv. Environmental and regulatory;
 - v. Utilities, quality, costs and continuity management; and
 - vi. Governance and institutional.

m) Industrial Sector Development Plan:

- Details are to be provided in this section on how the specific industrial sector and clusters will be developed in the SEZ. It consists of the following:
- i. Analysis of the sector and relevant clusters and its growth potential;

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- ii. The role and interaction of the sector and relevant clusters with other sectors of the economy;
- iii. Sector -specific requirements in terms of social and economic infrastructure, skills, systems, processes and governance;
- iv. Analysis of the extent to which the sector and relevant clusters are coordinated /organised/ and the role of sector associations/ bodies; and
- v. Plan to support development and growth of the sector and relevant clusters.

n) Logistics Plan:

The Service Provider is expected to outline in this section all components of the logistics infrastructure that will be established, the supply chain, logistics flow, systems and technology that will be used, management and service providers (logistics and transport operators /companies) that are relevant to the SEZ.

o) Environmental Management Plan:

- i. An identification and description are to be made in this section in respect of:
- ii. Measures to address protection of biodiversity of the area;
- iii. Methods to address climate change, carbon and water footprint and monitoring;
- iv. Compliance with relevant legislations;
- v. Prevention and response plans for environmental events and disasters; and
- vi. Waste management and recycling policies.

p) Skills Development Plan:

A description is to be presented on how skills are to be developed and implemented, including. It should include (but is not limited to) the following:

- i. Skills audit;
- ii. Investor requirements; and
- iii. Skills development plan.

q) Small and Medium Enterprise (SME) Development Plan:

An indication must be provided on how procurement will involve sourcing of products and services from local firms, and how development of SMEs will be supported, e.g. involvement in an incubator


r) Stakeholder Management Plan:

Identification is to be made of all critical stakeholder groups and specific entities in each group; contact details of key people; nature of linkage to the SEZ; influence, interest, impact, issues and challenges for the stakeholder and the SEZ; objectives to be achieved with regards to stakeholder management; engagements required; key messages for each stakeholder; and tools to be used in engagement. This will include a communications plan for engagement with the critical stakeholders

s) Energy Plan:

A clear and detailed description is to be presented of the following aspects in respect of the SEZ:

- i. Energy requirements, electricity provision, sources of alternative energy;
- ii. Use of renewable energy sources, energy efficiency measures;
- iii. Upgrade plan, emergency and backup plans;
- iv. Plans for energy balancing, greenhouse gas abatement and clean energy generation including, the use of

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- v. wind and solar power where feasible and economical.

PROJECT CLOSURE:

The appointed professional services provider is expected to:

- a) Workshop the draft Bojanala SEZ Master Plan with the NWDEDECT, NWDC, DBSA, DTI, Moses Kotane LM, Bojanala District Municipality and key PSC stakeholders, and incorporate the Comments.
- b) Prepare and facilitate the Bojanala SEZ Master Plan Outflow Report section for the Moses Kotane LM IDP
- c) Facilitate adoption of the Bojanala SEZ Master Plan by the NWDEDECT, and Council of the Municipality, etc.
- d) Submit a Project Closeout Report in the format (framework) provided by the DBSA.

C.3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS

C.3.1.5.1 Project Implementation Plan

The successful Professional Service Provider is expected to submit the **Project Implementation Plan (PIP)** within the time period stated in the letter of appointment which shall not exceed two weeks from the date of appointment. The PIP will include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total maximum specified duration. The timelines (schedule) of submission of each Deliverable must be in the PIP. The DBSA will provide a template (guidelines) for the development of the PIP to the successful Tenderer.

C.3.1.5.2 Project Steering Committee (PSC)

In terms of the Grant Agreement between the DBSA and the Municipality (MKLM), a Project Steering Committee (PSC) will be established to strategically oversee the implementation of the project. The PSC is to be chaired by the Municipality and will strategically oversee the successful implementation of the project using the PIP cited above amongst others.

C.3.1.5.3 Progress Reports


The successful Professional Service Provider will provide periodic progress reports in accordance with the timeframe to be agreed with the DBSA and the Project Steering Committee (PSC). The intervals for the Progress Reports must not exceed one month. Progress Reports must give a summary of the following information:

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

C.3.1.5.4 Submission of Final Reports on the Key Deliverables

The successful Service Provider will develop and submit to the Moses Kotane Local Municipality, DBSA, NWDEDECT, NWDC and DTIC copies of the completed final key Deliverables in accordance with the following requirements:

- i. Three original printed/hard copies and three (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) to the DBSA.
- ii. Three original printed/hard copies and two (editable & non-editable) full electronic copies on

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external hard drive (flash / thumb drive – USB Stick) submitted to Moses Kotane Local Municipality.

- iii. Three original printed/hard copies and three (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to North West Department of Economic Development, Environment, Conservation and Tourism (NWDEDECT).
- iv. One original printed/hard copies and one (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to the North West Development Corporation (NWDC).

C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES

C3.1.6.1 Implementation Time Frames

The DBSA anticipates the Project to be completed within **six (6) months** from the Start Date. The PSP shall provide commensurate resources for the successful execution of the project within the indicated time frames.

C3.1.6.2 Underlying Assumptions

Success of this Project depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipality regarding the support being provided
- b) The Sector Departments – Provincial and National, DTIC, COGTA, NWDEDECT, NWDC, etc. provide full and sustained facilitation and assistance to the infrastructure planning project.
- c) Ongoing and sustained involvement and cooperation of all stakeholders including the local communities;
- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee that will be established by the Moses Kotane LM.


C3.1.6.3 Risks and Risk Mitigation

The Service Provider is responsible to identify relevant risks to the project and is expected to factor these risks into the prices proposed in the Pricing Schedules, and to take steps to mitigate these risks during the course of providing the services. These risks may include (to mention a few):

- a) Limited available information for the detailed planning of the project;
- b) Lack of infrastructure data and information from the Municipalities and other stakeholders;
- c) Insufficient stakeholder involvement;
- d) Protracted delays by the municipalities and other stakeholders in providing available information relevant to the execution of the Project;

C.3.1.7 REPORTING LINES

The PSP will report directly to the designated Project Manager of the DBSA, to the designated Project Champion of Moses Kotane Local Municipality, and to the Project Steering Committee (PSC) during the execution of the Project. The interim progress and final reports will be submitted to designated Project Manager of the DBSA and to the municipality via the Project Steering Committee (PSC). All interim reports (Deliverables and Progress) must be presented, discussed and approved in the PSC meeting.

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C.3.1.8 ACCOUNTABILITY

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and the DBSA Project Manager. The PSP will report to the PSC in accordance with meeting schedule as agreed at the PSC and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will retain all its right as the Employer in terms of the professional services contract to be concluded with the successful PSP. Such rights include issuing written notices and instruction to the Service Provider in line with the conditions of contract.

C.3.1.9 CONTACT PERSON

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

C4.1 Site Information

The indicative location of the Project Site is shown in the figure below:

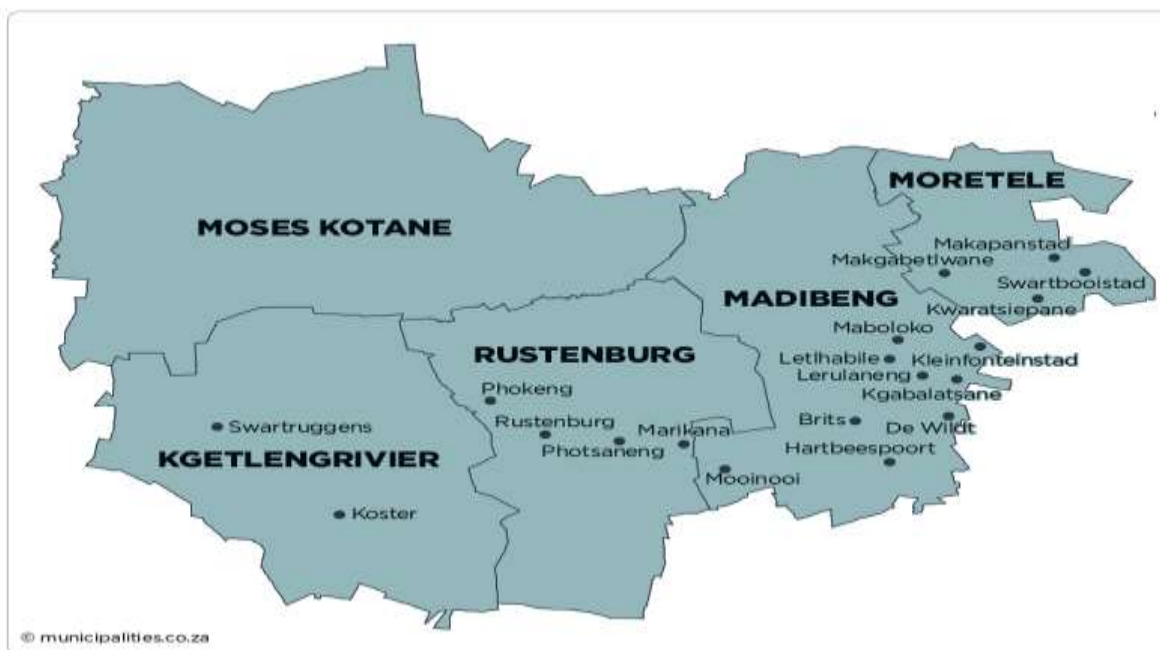


Figure C2: Moses Kotane LM Geographical Location within the Bojanala Platinum District Municipality of the North West Province.