

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	RFP212/2021
NON-COMPULSORY BRIEFING DATE	17 SEPTEMBER @ 10h00 AM Click here to join the meeting
CLOSING DATE:	01 OCTOBER 2021 @ 23h55
CLOSING DATE AND TIME FOR LINK REQUESTS:	Closing time for the OneDrive Link submissions - 28 SEPTEMBER 2021 AT 23h55 (Telkom Time) on the day of the stipulated dates shown above.
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF COMPULSORY NATIONAL NORMS AND STANDARDS FOR REGULATING MUNICIPAL SURCHARGES ON ELECTRICITY AND ALTERNATIVE SOURCES OF REVENUE TO SUPPLEMENT/REPLACE ELECTRICITY SURCHARGE
RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY	<ul style="list-style-type: none"> a) Bidders are required to click on the Tender Submission Link as provided, as soon as bidders are ready to submit. b) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. c) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". d) Only Files can be loaded, not folders. e) As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder. f) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link. g) Once documents have been loaded, the Bidder will receive a confirmation email of the upload. h) Uploading of submission must be in the structure and order as prescribed in this tender and MUST BE LABELLED CORRECTLY.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

TABLE OF CONTENTS

Part A: Invitation to Bid	3
Part B: Checklist of Compulsory Returnable Schedules and Documents	5
Part C: Specifications, Conditions of tender and Undertakings by Bidder	6
Part D: Terms of Reference	35
Annexure A	35
Annexure B	41
Annexure C	44
Annexure D	44
Annexure E	49
Annexure F	54
Annexure G	57
Annexure H	53
Annexure I	54
Annexure J/A	55
Annexure K	64
Annexure L	57
Annexure M	58

PART A: INVITATION TO BID

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

BID NUMBER: RFP 212 /2021
CLOSING DATE: 01 OCTOBER 2021
CLOSING TIME: 23H55

DESCRIPTION:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF COMPULSORY NATIONAL NORMS AND STANDARDS FOR REGULATING MUNICIPAL SURCHARGES ON ELECTRICITY AND ALTERNATIVE SOURCES OF REVENUE TO SUPPLEMENT/REPLACE ELECTRICITY SURCHARGE

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

Bidders should ensure that Bids are loaded on the one drive timeously as reflected on the cover page of this document.

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

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

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

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

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

BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TAX CLEARANCE CERTIFICATE SUBMITTED?	YES		NO	
BBBEE CERTIFICATE SUBMITTED?	YES		NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES		NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	Folder 1 and Folder 2 must be separated into Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Specifications, Conditions of tender and Undertakings by Bidder
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD2 - Tax Clearance Certificate Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure K: Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure L: General Condition of Contract
<input type="checkbox"/>	<input type="checkbox"/>	Annexure M: Supporting documents - CSD Registration Summary Report

PART C: SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 26.4 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 amended in 2017.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, as amended in 2017 published in terms of the PPPFA.

- 1.18 **Price and Preferential Points Assessment** means the process described in clause 26.5 of this Part C, as prescribed by the PPPFA.
- 1.19 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.20 **Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.30 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.31 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER MANAGER

The Tender Manager is:

Tebogo Saudi

DBSA Supply Chain Unit

Email: tebogoscsm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

4.1 **No Hardcopies of Tenders are to be submitted**

Online Submissions ONLY & adherence in submitting tender on a Two-Envelope (folder) Process (Technical Proposal & Price to be submitted in different Folders)	Indicate whether Folder 1 (Technical Proposal) or Folder 2 (Price)
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4.2 Bidders are to provide 2 Folders (1) **Technical proposal** and (2) **Pricing proposal** only.

4.3 **NOTE: This Tendering Process will use a two-envelope system i.e. Bidders must submit the Qualifying Criteria and Functional Proposal in One Folder (together with relevant copies) & Pricing and Preference Points Proposals in a separate folder (together with the relevant copies). BOTH FOLDERS MUST BE CLEARLY MARKED.** Should you fail to adhere to this, the bidders will be disqualified.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

5.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

5.4 The rules contained in this RFP Part C apply to:

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

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Manager.

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

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Manager. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Tender Manager in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved;
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 the outcome desired by the person or organisation making the complaint.
- 15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

- 16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

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

17. LATE BIDS

- 17.1 Bids must be loaded on one drive before the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids loaded after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 submitting all Compulsory Documents.

- 18.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

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

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

- 26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First stage – Responsiveness - compliance criteria

Only those Bidders which satisfy the compliance criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the compliance criteria will not be evaluated further.

26.1.2 Second stage – functional evaluation

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score **70** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

26.1.3 Third stage – price and preferential points

- 26.1.3.1 Those Bidders which have passed the above stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

26.1.4 Fourth stage – risk analysis

- 26.1.4.1 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 PPPFA Regulations of 2017, in order to ascertain suitability for award.

The successful Bidder will be the Bidder that scores the highest number of points in the 3rd (third) stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP”

- 26.2 **NB: Bidders are required to submit, as Annexure K to their Bids, any documentation which supports the responses provided in respect of the Qualifying Criteria and Functional Criteria below.**

26.3 First Stage: Responsiveness

PRE-QUALIFIERS – FAILURE TO COMPLY WITH THE BELOW WILL LEAD TO DISQUALIFICATION

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to the 2-Envelope submission. Price & Technical Response must be separated in different folders.	Pre-Qualifier	Y
2	Proof of Registration with a recognized professional body/ institution.	Pre-Qualifier	N
3	The Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i) an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	Y

RESPONSIVENESS

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

26.4 Second Stage: Functional Criteria

The following evaluation criteria will be applied in evaluating the functionality of tenders. It is anticipated that this assignment will be largely undertaken by a team of individuals.

Submission Requirements

Service providers when submitting their proposals must observe the following requirements:

- Curriculum Vitae of candidate/s
- Relevant contactable references must accompany work experience referenced on the Curriculum vitae.
- Submissions should include Certificates of Qualifications/ Professional Registrations where required.

Evaluation processes and methodology

- The evaluation process will be conducted at two levels, technical and financial. For the technical evaluation, proposals must meet a minimum score of 70 out of 100.
- Any proposal not meeting the minimum score of **seventy percent** on the technical evaluation will be deemed non-responsive and will not proceed to be evaluated for price.

26.4.1 The Functional Criteria that will be used to test the capability of Bidders is summarised as follows:
(Please see detailed Terms of Reference on Part D)

Technical experience summary

Category	Functionality Criteria	Point (Maximum)
1.	Track Record (experience) in similar work and skills	30
2.	Qualifications (Certificates to be attached)	15
3.	Company Competencies	40
4.	Understanding of the Brief and Methodology	15
	TOTAL SCORE	100

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

To evaluate the respondent' responsiveness, the Tender should be able to demonstrate capacity and ability to meet the expertise requirements of the project by producing all the relevant documentation and proof of qualifications according to the tender specification.

STAGE 2: FUNCTIONAL EVALUATION

The following evaluation criteria will be applied in evaluating the functionality of tenders. It is anticipated that this assignment will be largely undertaken by a team of technical experts.

Technical experience summary

Category	Functionality Criteria	Point (Maximum)
1.	Track Record (experience) in similar work and skills	30
2.	Qualifications (Certificates to be attached)	15
3.	Company Competencies	40
4.	Understanding of the Brief and Methodology	15
	TOTAL SCORE	100

A minimum point of 70 out of 100 must be scored overall

Only bidders who score a minimum of 70 during the functional evaluation will proceed to be assessed for price and preference evaluation.

A: TRACK RECORD (SKILLS AND PRACTICAL EXPERIENCE) IN SIMILAR WORK (30)

Under this category the service provider will be scored assessing competences in all of the following areas as demonstrated by examples of previous completed assignments:

DESCRIPTION	CRITERIA	WEIGHT
Track Record (experience) in similar work and skills		
i. Demonstrated, comprehensive knowledge and understanding of macro-economic theories and experience of application in practical situations, knowledge of econometrics and quantitative techniques and modelling.	<ul style="list-style-type: none"> ✓ 10 = Six years or more' relevant experience. ✓ = Four to five years' relevant experience. ✓ 6 = Three years' relevant experience. ✓ 4 = Two years' relevant experience. ✓ 2 = One-year relevant experience. ✓ 0 = No relevant experience. 	10
ii. Demonstrate extensive knowledge and practical experience in municipal finance environment , extensive knowledge and understanding of local government legislation and / or policies understanding of municipal budgets and extensive knowledge of electricity.	<ul style="list-style-type: none"> ✓ 10 = Six years or more' relevant experience. ✓ = Four to five years' relevant experience. ✓ 6 = Three years' relevant experience. ✓ 4 = Two years' relevant experience. ✓ 2 = One-year relevant experience. ✓ 0 = No relevant experience. 	10
iii. Proven experience in applying legal expertise to diverse range of sectors and municipal legal issues and proven experience in conducting comprehensive legal research.	<ul style="list-style-type: none"> ✓ 5 = Six years or more' relevant experience. ✓ 4 = Four to five years' relevant experience. ✓ 3 = Three years' relevant experience. ✓ 2 = Two years' relevant experience. ✓ 1 = One-year relevant experience. ✓ 0 = No relevant experience. 	5
iv. Proven Knowledge in undertaking complex scale reform projects .	<ul style="list-style-type: none"> ✓ 5 = Six years or more' relevant experience. ✓ 4 = Four to five years' relevant experience. ✓ 3 = Three years' relevant experience. ✓ 2 = Two years' relevant experience. ✓ 1 = One-year relevant experience. ✓ 0 = No relevant experience. 	5
Total Score		30

B: ACADEMIC QUALIFICATIONS (15)

The service provider would require to possess these qualifications as outlined in the Table below:

DESCRIPTION Qualifications of the Team	CRITERIA	SCORE
<ul style="list-style-type: none"> i. Qualification in Economics, Econometrics and or any other relevant qualification in economics from a recognised tertiary institution. or ii. Certified copies of qualification in Public Finance, Financial Management and or any other relevant qualification in Finance. or iii. Certified copies of qualification in Accounting or any other relevant qualification or iv. Certified copies of qualification in LLB and or any other qualification in the legal field. 	Honours/ Masters = 15 Degree = 10 Diploma = 5 Not mentioned = 0	15
Total Score		15

C: COMPANY (SERVICE PROVIDER) COMPETENCIES (40)

DESCRIPTION Skills required from the company	CRITERIA	SCORE
<ul style="list-style-type: none"> • Demonstrate knowledge/ understanding of and practical experience in costing of tariffs for electricity 	<p>10 – Excellent = Demonstrated by practical track-record of at least five years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>8 - Adequate = Demonstrated by practical track-record of at least four years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>6 – Acceptable = Demonstrated by practical track-record of at least three years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>4 – Inadequate = Demonstrated by practical track-record of at least two years and above with portfolio of evidence illustrating the list of</p>	10

	<p>projects undertaken with specifications, clients and contacts.</p> <p>2 – Poor = Demonstrated by practical track-record of at least one year with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>0 – Not Acceptable = No relevant skills demonstrated by practical track-record and portfolio of evidence</p>	
<ul style="list-style-type: none"> Demonstrate an understanding and knowledge of sector policies that regulate the provision of electricity and also demonstrate an understanding and knowledge of the current status of local government finance system and reforms. 	<p>10 – Excellent = Demonstrated by practical track-record of at least five years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>8 - Adequate = Demonstrated by practical track-record of at least four years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>6 – Acceptable = Demonstrated by practical track-record of at least three years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>4 – Inadequate = Demonstrated by practical track-record of at least two years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>2 – Poor = demonstrated by practical track-record of at least one year with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>0 – Not Acceptable = no relevant skills demonstrated by practical track-record and portfolio of evidence</p>	10
<ul style="list-style-type: none"> Demonstrate knowledge and practical experience in data analysis and produce reports 	<p>10 – Excellent = Demonstrated by practical track-record of at least five years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>8 - Adequate = Demonstrated by practical track-record of at least four years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>6 – Acceptable = Demonstrated by practical track-record of at least three years and above with portfolio of evidence illustrating the list of</p>	10

	<p>projects undertaken with specifications, clients and contacts.</p> <p>4 – Inadequate = Demonstrated by practical track-record of at least two years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>2 – Poor = demonstrated by practical track-record of at least one year with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>0 – Not Acceptable = no relevant skills demonstrated by practical track-record and portfolio of evidence</p>	
<ul style="list-style-type: none"> Demonstrate knowledge and practical experience in drafting regulations. 	<p>10 – Excellent = Demonstrated by practical track-record of at least five years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>8 - Adequate = Demonstrated by practical track-record of at least four years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>6 – Acceptable = Demonstrated by practical track-record of at least three years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>4 – Inadequate = Demonstrated by practical track-record of at least two years and above with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>2 – Poor = demonstrated by practical track-record of at least one year with portfolio of evidence illustrating the list of projects undertaken with specifications, clients and contacts.</p> <p>0 – Not Acceptable = no relevant skills demonstrated by practical track-record and portfolio of evidence</p>	<p>10</p>
Total Score		40

D: UNDERSTANDING OF THE BRIEF AND THE METHODOLOGY (15)

The scoring on the understanding of brief will be as follows: -

DESCRIPTION	CRITERIA	SCORE
Understanding of the brief and methodology		
<u>Understanding of the Brief and Methodology</u> Proposed approach and methodology in managing and implementing this project should contain the following components — <ul style="list-style-type: none">• Clear methodology of the approach, focusing on how the analysis will be undertaken and how the research will influence the recommendations and findings.• A focus on stakeholder engagements is critical.	<ul style="list-style-type: none">✓ 15 – Excellent = Methodology displays clear timeframes that illustrates definite link between research / analysis and linkages to the policy and clear identification of approach to stakeholder engagements.✓ 10 – Adequate = Methodology shows limited understanding of the link between policy and research, no clear stakeholder feedback evident.✓ 5 – Poor = Inadequate consideration of the listed components and a project plan that will not deliver the required outputs.	15
Total Score		15

26.5 Third Stage: Price and Preferential Points Assessment

26.5.1 Subsequent to the evaluation of Qualifying Criteria and functional criteria, the third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

26.5.2 Price points

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

$$Ps = 80(1-(Pt-Pmin)/Pmin)$$

Where:

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

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

26.5.3 **Preferential procurement points**

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

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

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

26.5.4 **Total**

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

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

26.6 **Fourth Stage: Risk Analysis & Other Objective Criteria**

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 PPPFA Regulations of 2017, in order to ascertain suitability for award.

- 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; and
- vi) 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 contract.
- vii) Convicted by a court of law for fraud and corruption
- viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- ix) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2017.
- xi) PEP Check and Procure Check to be initiated if negative, may result in exclusion

27 STATUS OF BID

- 27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 27.2 A Bid must not be conditional on:
 - 27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - 27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
 - 27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
 - 27.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 27.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 27.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

28 CLARIFICATION OF BIDS

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

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

29 DISCUSSION WITH BIDDERS

- 29.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 29.2 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 29.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 29.3.1 conduct a site visit, if applicable;
 - 29.3.2 provide references or additional information;

30 SUCCESSFUL BIDS

- 30.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 30.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 30.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

31 NO OBLIGATION TO ENTER INTO CONTRACT

- 31.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 31.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

32 BIDDER WARRANTIES

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

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

33 DBSA'S RIGHTS

- 33.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 33.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 33.1.3 vary or extend any time or date specified in this RFP
 - 33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 33.1.5 require additional information or clarification from any Bidder or any other person;
 - 33.1.6 provide additional information or clarification;
 - 33.1.7 negotiate with any one or more Bidder;
 - 33.1.8 call for new Bid;
 - 33.1.9 reject any Bid received after the Closing Time; or
 - 33.1.10 reject any Bid that does not comply with the requirements of this RFP.

34 GOVERNING LAWS

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

35 MANDATORY QUESTIONS

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

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

35.1.1

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

35.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

35.1.3

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

35.1.4

	Accept	Do not accept
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The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.		
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35.1.5

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

35.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

35.1.7

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

35.1.8

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

35.1.9

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

35.1.10

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

35.1.11

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

35.2

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

35.2.1

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

35.2.2

Should the Bidder withdraw the proposal before the proposal validity period expires, the DBSA reserves the right to recover any additional expense incurred by the DBSA having to accept any less favourable proposal or the additional expenditure incurred by the DBSA in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

35.2.3

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

35.2.4

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

35.2.5

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

35.2.6

	Accept	Do not accept
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Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by THE DBSA signatory and added to this RFP as an addendum.		
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35.2.7

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

35.2.8

<p>Bidders who make use of subcontractors.</p> <p>The proposal shall however be awarded to the Bidder as a primary contractor who shall be responsible for the management of the awarded proposal. A Bidder which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p>	Accept	Do not accept

35.2.9

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

35.2.10

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

35.2.11

<p>Evaluation of Bids shall be performed by an evaluation panel established by The DBSA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BEE (according to the PPPFA) is 20.</p>	Accept	Do not accept

35.2.12

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

35.2.13

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

35.2.14

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

35.2.15

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

35.2.16

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

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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

.....

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

Cell Number:.....

Email Address.....

PART D: TERMS OF REFERENCE & PROJECT BRIEF

TERMS OF REFERENCE

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF COMPULSORY NATIONAL NORMS AND STANDARDS FOR REGULATING MUNICIPAL SURCHARGES ON ELECTRICITY AND ALTERNATIVE SOURCES OF REVENUE TO SUPPLEMENT/REPLACE ELECTRICITY SURCHARGE

BACKGROUND INFORMATION

1. Introduction

The purpose of the terms of reference is to appoint a service provider to undertake research and develop compulsory national norms and standards for regulating municipal surcharges on electricity and to identify supplementary/replacement of sources of revenue for electricity surcharge.

2. Background to the CSP

South African cities continue to face significant development challenges, despite the progress in expanding access to basic services. There are highly and visibly inequitable environments that exclude poor people from social and economic participation. The importance of reversing the economic and socially exclusionary nature of our cities is embedded in the Constitution.

The ongoing process of urbanisation provides a key opportunity to reshape South African cities. Seizing this opportunity requires us to re-imagine our cities, and to take a series of methodical, measurable steps to build more productive, inclusive, sustainable and well-governed urban environments.

The CSP supports South Africa's eight metropolitan areas to contribute more effectively towards economic growth and a reduction in poverty and inequality. Key to achieving this goal is incentivising the spatial transformation of South Africa's cities towards greater productivity, inclusivity and sustainability. This requires interventions at two levels. Nationally, the CSP seeks to align fiscal, regulatory and other support mechanisms and to create an enabling environment for city transformation. Across South Africa's eight metros, the CSP supports stakeholders to implement a programme that strengthens city governance (including financial sustainability), incentivizes spatial transformation, and improves city inclusivity, productivity and sustainability.

3. Background to this Terms of Reference

Local government plays an important and significant role in the provision of services that are essential to developing the local economy and improving the living conditions of local communities, especially the poor. The Constitution commits government to take reasonable measures within its available resources to fulfil its service delivery and developmental mandates, such as ensuring that all South Africans have access to basic services such as electricity. However, there are many factors that contribute to the imbalance between the needs for service delivery and resources at the disposal of municipalities, such as continuous annual increases in bulk

tariffs for electricity that are way above the affordability levels of households. This put pressure on municipal revenue and as a consequence, they impact on service delivery.

Municipalities have significant own revenue sources at their disposal. One such revenue source is municipal surcharges on fees for services provided by or on behalf of a municipality. Municipal surcharge is a charge in excess of the base tariff that a municipality may impose on fees for a municipal service provided by or on behalf of a municipality in terms of section 229(1)(a) of the Constitution.

Historically, many municipalities have generated a surplus from trading services (especially electricity). Evidence indicates that surcharges significantly contributed to these surpluses. The rapid increases in bulk tariffs have, however, squeezed these surpluses. Given their fiscal constraints, there have been indications that some municipalities are considering surcharges on customers that are directly supplied by Eskom. This possibility has received significant resistance from concerned customers.

Municipal Surcharges are regulated through the Municipal Fiscal Powers and Functions Act (MFPFA) and Local Government Municipal Systems Act (MSA). Section 75A of MSA empowers municipalities to “levy and recover fees, charges or tariffs in respect of any function or service of the municipality”. Municipalities must also adopt and implement a tariff policy on the levying of fees for municipal services in terms of section 74 of the Systems Act. The tariff policy should then guide the exercise of power given under section 75A. In section 74(2)(f) the Act provides that the tariff policy must reflect at least the following principles:

“(f) Provision may be made in appropriate circumstances for a surcharge on the tariff for a service”.

Section 8 of the MFPFA gives power to the Minister of Finance to prescribe compulsory national norms and standards for imposing “municipal surcharges”. Furthermore, when levying surcharges, municipalities are required in terms of section 9(1) (a) of the MFPFA to comply with any norms and standards contemplated in section 8 of the MFPFA.

National Treasury’s role is only limited to prescribing norms and standards whereas NERSA’s role is limited to the regulation of prices and tariffs. This means that neither National Treasury nor NERSA has the authority to approve imposition of municipal surcharges. To date, the Minister has not prescribed norms and standards for regulating the imposition of municipal surcharges. However, their absence does not restrict a municipality from imposing surcharges. Various stakeholders have raised concerns that the process that has to be followed by municipalities to impose municipal surcharges is not clear. Some municipalities have been legally challenged when they levy surcharges.

It is on this basis that the services of a service provider are needed to assist in developing regulations for norms and standards on municipal surcharges to ensure that they are levied with minimal discrepancies and in a transparent manner. Given that surcharges are complex and unique in their implementation in the various municipalities, the service provider will also be required to conduct research and explore possible alternatives as a supplementary/replacement revenue source to the electricity surcharge. This research process will analyse and recommend alternative sources of revenue that may be considered and be applicable for implementation by municipalities in order to enable them to execute their service delivery mandates.

This process will go hand in hand with the development of regulations for norms and standards on municipal surcharges and the findings from this assessment will be used as the basis to inform measures necessary to enhance municipalities' fiscal capacity in undertaking their expenditure and service delivery responsibilities to promote efficiency in delivering services to their communities.

4. SCOPE OF WORK

The scope of the project has been divided into two phases, with each phase including 2 sub- phase (Part A and B). The project will be performed in a phased approach as follows:

Phase 1 (A)

Research and analysis

- Conduct an analysis on municipal base tariffs for electricity to determine whether they are cost reflective for different municipal customers (i.e. households, industrial, commercial etc.).
- Investigate and compile the list of existing municipal surcharges and their impact on electricity and users;
- Analyse the impact of increasing the municipal surcharges to users of the services, Key Industrial Customers, business and residential users and impact on the poor;
- Determine different categories of municipalities in relation to capacity, budget size, types of municipal services, levels of municipal services, categories of users, debtors and customers, consumption levels, geographical areas;
- Determine the maximum municipal surcharge that may be imposed as a ratio or percentage of the municipal base tariff of a Rand value;
- Determine bands or ranges within which municipal surcharges may be imposed;
- Determine and propose the maximum municipal surcharge that may be imposed for electricity;
- Determine and propose the basis upon and the intervals at which municipal surcharges may be increased;
- Design the municipal surcharge structures and levels according to different users;
- Report on the findings of the above analysis.

Phase 1 (B)

- Data analysis of the scope of municipalities to continue to use electricity surcharges as a viable revenue instrument going forward given the crowding out effect of high electricity bulk price increases;
- Identify other sources of revenue that municipalities can tap into thereby enhancing their fiscal capacity to replace and/or complement electricity surcharges;
- Report on the findings of the above analysis.

Phase 2 (A)

- Development of the compulsory national norms and standards. This work will be influenced by the outcomes of the research and analysis phase of the project.

- Development of the compulsory national norms and standards will be undertaken in consultation with municipalities, COGTA; SALGA; NERSA and other relevant stakeholders.

Phase 2 (B)

- Submit a final report on the analysis and recommendations on how best to implement the identified sources of revenue and how they link with the existing revenue sources.

5.KEY DELIVERABLES

- a) The service provider will be expected to submit an inception report detailing the work-plan, activities and timelines of outputs four weeks after appointment

Phase 1

- b) The service provider will be expected to produce a comprehensive report on findings and proposals for dealing with areas outlined on scope of work for phase 1.

Phase 2

- c) The service provider will produce a comprehensive compulsory national norms and standards for municipal surcharges on electricity.
- d) The service provider will also provide recommendations on the identified sources of revenue and ways for better implementation.

NB: All the documentation developed will remain the property of National Treasury and the DBSA

6. TIMEFRAMES

The project will be done in phases (phase 1 and phase 2). It is anticipated that both phases will run for a period of 12 months. The maximum duration of the project is therefore 24 months from the day of signing of the contract. However, the actual working days would be dependent on the anticipated level of effort.

7. SKILLS, EXPERIENCE AND QUALIFICATIONS REQUIRED

7.1 Skills and Experience

The service provider shall possess the following skills:

Ability to assess the financial economic impact of imposing surcharges to sectors responsible for basic services (electricity), users and projection of revenue collection.

- Extensive knowledge of the Municipal Finance environment;
- General experience in public administration in South Africa, including practical knowledge and understanding of local government legislative and policy requirements and institutional arrangements;
- Understanding of sector policies that regulates the provision of basic services;
- Ability to understand the dynamics of municipal budgets;

- Ability to analyse and review economic data and produce reports;
- Strong programme management skills with a proven track record of undertaking large-scale of projects;
- Analytical skills and ability to conduct comprehensive legal research and drafting of legal documents;
- Maturity in interpersonal relationships and the ability to work well within a team;
- Excellent writing, communication and presentation skills.
- Excellent knowledge of the current status of proven track record of undertaking local government finance system;
- Strong programme management skills with a large-scale projects; and
- Strong negotiation and conflict management skills with multiple stakeholders

7.2. Qualifications

The service provider (the team members collectively) shall possess the following qualifications from a recognised tertiary institution:

- a. Economics, Econometrics and or other relevant qualification on economics
- b. Financial Management and or Public Finance
- c. LLB and or any other relevant qualification in the legal field
- d. Accounting and or any other relevant qualification

NB: *Qualifications issued by foreign tertiary institutions should be evaluated by the South African Qualification Authority (SAQA).*

8. Project Management Arrangements

The service provider will be contracted by the Development Bank of South Africa.

The service provider will report to the Fiscal and Governance Component Lead, Cities Support Programme (National Treasury) and the relevant National Treasury officials .

The National Treasury has established a steering committee on Long Term Financial Strategies, to oversee support on long term financial planning in the metros and intermediate city municipalities. The service provider would need to present on the process and deliverables to the forum.

The contract anticipated to be delivered between 24 months.

9. Location of Required Services

The service provider may provide the technical assistance from anywhere in South Africa. However, this contract may require minimal in-person time of the Service Provider at the client's offices at the National Treasury in Pretoria throughout the contract period, estimated at an annual engagement, including the inception meeting.

10. Equipment and Travel

The service provider shall provide all own equipment, computer hardware and software, telephones, transport and office accommodation, telecommunications and stationary, support infrastructure, and secretarial services required to complete this contract.

This contract requires minimal time only in Pretoria; the Service Provider shall make their own travel arrangements to undertake the required client liaison and engagements; should the service provider not be located in Johannesburg, Pretoria or Gauteng, the cost of this travel to Pretoria shall be borne by the service provider.

This contract may require occasional engagement with stakeholders to the project across South Africa upon the authority of the client. Preference is given to telephonic or similar engagement (such as MS Teams; Skype or Zoom) where practical and possible at the service provider's cost. Should any travel be required, the Service Provider shall make their own travel arrangements and the cost of this travel based on the location of the service provider shall be borne by the client with the total travel costs not to exceed the allocation for disbursements.

The financial bid shall include a 10% allocation in the total price quoted for disbursements related to production of knowledge products and includes any travel-related items.

11. Logistical Support

DBSA and CSP will provide logistic administrative support only for in-house workshops and meetings (limited to invitations, agendas, venues and attendance registers). Logistics for all other engagements required for the project are to be provided by the service provider.

12. Submissions

The closing time for submissions 23H55 (Telkom time) on **01 OCTOBER 2021 at 23:55 PM**

Service providers are required to indicate key contact person and details for correspondence.

Annexure A - Price proposal (Price Proposal must be attached in a different Folder)

The Pricing Proposal submitted and included as Annexure A to all Bids submitted. Professional fees must be included with the other fees e.g., disbursements.

8. STAGE 3: FINANCIAL OFFER & PREFERENCE

This shall be based on the 80/20 PPPFA Principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Broad Based Black Economic Empowerment	20
3.	Total	100

A: PRICING SCHEDULE

Activities	Outputs/Deliverables	Timeframe	Cost (Lump Sum)
PHASE 1 (A) - RESEARCH AND ANALYSIS			
a) Conduct research and investigation on municipal base tariffs for electricity to determine whether they are cost reflective for different municipal customers (i.e. households, industrial, commercial etc.). b) Investigate and compile the list of existing municipal surcharges and their impact on electricity and users; c) Analyse the impact of increasing the municipal surcharges to users of the services, Key Industrial Customers, business and residential users and impact on the poor; d) Determine different categories of municipalities in relation to capacity, budget size, types of municipal services, levels of municipal services, categories of users, debtors and customers, consumption levels, geographical areas; e) Determine the maximum municipal surcharge that may be imposed as a ratio or percentage of the municipal base tariff of a Rand value; f) Determine bands or ranges within which municipal surcharges may be imposed; g) Determine and propose the maximum municipal surcharge that may be imposed for electricity; h) Determine and propose the basis upon and the intervals at which municipal surcharges may be increased; i) Design the municipal surcharge structures and levels according to different users; j) Report on the findings of the above analysis.	<ul style="list-style-type: none"> Comprehensive research report on findings and proposals for the municipal surcharge. 	Sept 2021 - Aug 2022 (12 months)	30%

SUB-TOTAL			
PHASE 1 (B) – DATA ANALYSIS			
a) Data analysis of the scope of municipalities to continue to use electricity surcharges as a viable revenue instrument going forward given the crowding out effect of high electricity bulk price increases; b) Identify other sources of revenue that municipalities can tap into thereby enhancing their fiscal capacity to replace and/or complement electricity surcharges; c) Report on the findings of the above analysis.	<ul style="list-style-type: none"> Data Analysis report of the research findings. 	Sept 2021 - Aug 2022 (12 months)	25%
SUB-TOTAL			
PHASE 2 (A) – NORMS AND STANDARDS DESIGN			
a) Development of the compulsory national norms and standards. This work will be influenced by the outcomes of the research and analysis phase of the project. b) Development of the compulsory national norms and standards will be undertaken in consultation with municipalities, COGTA; SALGA; NERSA and other relevant stakeholders.	<ul style="list-style-type: none"> National Norms and Standards Framework Comprehensive report on the compulsory national norms and standards for municipal surcharges on electricity 	Sept 2022 – Aug 23 (12 months)	30%
SUB-TOTAL			
PHASE 2 (B) – REPORT SUBMISSION			
a) Submit a final report on the analysis with recommendations on how best to implement the identified sources of revenue and how they link with the existing revenue sources.	<ul style="list-style-type: none"> Final report on the analysis with propositions 	Last 3 months	15%
SUB-TOTAL			
1. Resource Names			
Project Team Professionals –	Rate per hour Excl. VAT		
a.	Rate per hour Excl. VAT		
b.	Rate per hour Excl. VAT		
c.	Rate per hour Excl. VAT		
d.	Rate per hour Excl. VAT		
e.	Rate per hour Excl. VAT		
f.	Rate per hour Excl. VAT		
g.	Rate per hour Excl. VAT		
h.	Rate per hour Excl. VAT		
SUB-TOTAL			
2. Disbursements @10%			
3. VAT @15%			
4. GRAND TOTAL			
Maximum Cost for the Project Duration (Professional Fees, Disbursements plus VAT)			
i. Bidders are permitted to include any other cost item/s deem fit provided that they are related to the project scope. ii. Note: The price offer will be fixed for the duration of the project. The pricing for the project must be based on key milestones. iii. The price should include the costs of all activities and related expenses expressed in South African Rand. iv. The price must be broken up into respective phases / activities as outlined in this brief, with the exact same descriptions – only the bidder specific added cost items may differ. v. An indication of an hourly rate for the individual service provider involved must be provided. The hours anticipated per individual service provider is also required as a guideline for project implementation.			

Annexure B

CV/s and qualifications of each proposed individual/s and the role that they will play in the services.

This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.

Annexure C

TAX COMPLIANCE REQUIREMENTS

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 valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the invalidation/ disqualification of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

I, _____ of _____,
(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)(Date)

Annexure D

DECLARATION OF INTEREST

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

-the bidder is employed by the state; and/or

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

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

2.1 Full Name of Bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder¹):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

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

¹"State" means –

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

¹ "Shareholder" means a person who owns shares in the company.

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES	NO

2.7.1 If so, furnish particulars:

.....

.....

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

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

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

.....

.....

.....

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

YES /

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, 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 bid?

If so, furnish particulars:

.....

YES	NO

.....
.....

- 2.10 Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

If so, furnish particulars.

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

- 2.11 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 bidding for this contract?

YES	NO

If so, furnish particulars:

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

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

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

DECLARATION

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

CERTIFY ON BEHALF OF THE BIDDER THAT THE INFORMATION FURNISHED IN THIS DECLARATION IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 not to exceed R50 000 000 (all applicable taxes included) and therefore 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:

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

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

2. DEFINITIONS

- (a) **“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 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);
- (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. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 5 (2) and 6 (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
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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.

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

DATE:.....

ADDRESS.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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 bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

SBD 9

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

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.**

.....
SignatureDate

.....

Position Name of Bidder

Annexure H

certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure I

certified copies of the latest share certificates of all relevant companies

Annexure K

Supporting documents to their responses to the Qualifying Criteria and Evaluation Criteria.

Annexure L

[General Conditions of Contract]

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

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

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

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

Annexure M

CSD Registration Summary Report

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD) SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON EACH BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF REGISTRATION ON THE CSD SITE IN THE FORM OF A REPORT AS PRESCRIBED IN THIS ANNEXURE.