**REQUEST FOR PROPOSALS**

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>RFP199/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-COMPULSORY BRIEFING SESSION DETAILS:</td>
<td>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session. Link: <a href="#">Click here to join the meeting</a> 05 August 2022 @10H00 (Johannesburg time)</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>24 August 2022</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>23H55 (Midnight)</td>
</tr>
<tr>
<td>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</td>
<td>120 days</td>
</tr>
<tr>
<td>DESCRIPTION OF BID:</td>
<td>APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A TRAFFIC FORECASTING MODEL FOR THE SIX INLAND BORDER POST PROJECT</td>
</tr>
</tbody>
</table>

**BID DOCUMENTS DELIVERY ADDRESS:**

**1. ELECTRONIC SUBMISSIONS**

**INSTRUCTIONS:**

- Bidders are required to submit written requests for clarification via e-mail to lihleSCM@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail.
- Written requests for clarification will be considered up to and including 12 AUGUST 2022 17:00 Johannesburg time. Requests received after this date may not be attended to.
- Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on 12 AUGUST at 17:00 prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission.
- Timely submission means that the file must be successfully uploaded by the deadline of 24 AUGUST 2022 before 23:55.
- Any requests after the stipulated date and time may be disregarded.

**NB:** Closing date of this RFP199.2022 is 24 AUGUST 2022 before 23:55. No physical bids will be received or accepted at the DBSA offices.
| NAME OF BIDDER: |  |
| CONTACT PERSON: |  |
| EMAIL ADDRESS: |  |
| TELEPHONE NUMBER: |  |
| FAX NUMBER: |  |
| BIDDER’S STAMP OR SIGNATURE |  |

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

- TollFree: 0800 20 49 33
- Email: dbsa@whistleblowing.co.za
- Free Post: Free Post KZN 665 | Musgrave | 4062
- SMS: 33490
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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)

BID NUMBER: RF199/2022

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A TRAFFIC FORECASTING MODEL FOR THE SIX INLAND BORDER POSTS PROJECT

NON-COMPULSORY BRIEFING: 05 August 2022 - Tender briefing will be done online via Microsoft teams.

LINK: Click here to join the meeting

Time: 10H00 AM Johannesburg time (Microsoft Teams)

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on 12 August 2022 at 17:00 prior to expiry of the deadline for submission. Any requests after the stipulated date and time may be disregarded.

CLOSING DATE: 24 August 2022
CLOSING TIME: 23H55

The Department of Home Affairs has received grant support from KfW Development Bank, through the SADC Secretariat’s Project Preparation and Development Facility (PPDF), a project preparation fund managed by the DBSA. The PPDF requires that procurement of service providers for grant beneficiaries should be undertaken in accordance with the DBSA Procurement Guidelines. Therefore, the DBSA hereby procures a service provider to undertake a Traffic Forecasting Model for the Six Inland Border Post project, on behalf of the Department of Home Affairs. The successful bidder will conclude a Professional Services Contract with the Department of Home Affairs, in South African Rands (ZAR), for a period of 12 – 15 months for this assignment.

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 |  |
| BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? | YES | NO |
| [TICK APPLICABLE BOX] |  |
| IF YES, WHO ISSUED THE CERTIFICATE? |  |
| REGISTERED WITH THE NATIONAL TREASURY CSD | YES | NO |
| [TICK APPLICABLE BOX] |  |
| CSD REGISTRATION NUMBER |  |
| TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS |  |
| 1..1.1 | ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐ Yes ☐ No [IF YES ENCLOSE PROOF] |
| 1..1.2 | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW ] |
| 1..1.3 | SIGNATURE OF BIDDER | ………………………………………………………………….. |
| 1..1.4 | DATE | ………………………………………………………………….. |
| 1..1.5 | FULL NAME OF AUTHORISED REPRESENTATIVE | ………………………………………………………………….. |
| 1..1.6 | CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid e.g. resolution of directors, etc.) | ………………………………………………………………….. |
# PART B

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

1.1. **BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.**

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

1.3. **SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.**

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, SUCH AS BIDDERS DOMICILED OUTSIDE OF SOUTH AFRICA, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**

### 2. TAX COMPLIANCE REQUIREMENTS

2.1 **ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.**

2.2 **SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.**

2.3 **SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.**

2.4 **SA BIDDERS’ MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.**

2.5 **IN BIDS WHERE CONSORTIA / JOINT VENTS / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.**

2.6 **WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.**

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. **IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?**

   - [ ] YES  [ ] NO

3.2. **DOES THE BIDDER HAVE A BRANCH IN THE RSA?**

   - [ ] YES  [ ] NO

3.3. **DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?**

   - [ ] YES  [ ] NO

3.4. **DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?**

   - [ ] YES  [ ] NO

*IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.*

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

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission</td>
<td></td>
</tr>
<tr>
<td>Part A: Invitation to Bid</td>
<td></td>
</tr>
<tr>
<td>Part B: Terms and Conditions of Bidding</td>
<td></td>
</tr>
<tr>
<td>Part C: Checklist of Compulsory Returnable Schedules and Documents</td>
<td></td>
</tr>
<tr>
<td>Part D: Conditions of Tendering and Undertakings by Bidders</td>
<td></td>
</tr>
<tr>
<td>Part E: Specifications/Terms of Reference and Project Brief</td>
<td></td>
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<tr>
<td>Annexure A: Price Proposal Requirement</td>
<td></td>
</tr>
<tr>
<td>Annexure B: SBD4 Declaration of Interest</td>
<td></td>
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<tr>
<td>Annexure C: SBD6.1 and B-BBEE status level certificate</td>
<td></td>
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<tr>
<td>Annexure D: SBD8: Declaration of Bidder’s Past Supply Chain Practices</td>
<td></td>
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<tr>
<td>Annexure E: SBD9: Certificate of Independent Bid Determination</td>
<td></td>
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<tr>
<td>Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation</td>
<td></td>
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<tr>
<td>Annexure G: Certified copies of latest share certificates, in case of a company.</td>
<td></td>
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<tr>
<td>Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.</td>
<td></td>
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<tr>
<td>Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.</td>
<td></td>
</tr>
</tbody>
</table>
Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

Annexure J: KfW Declaration of Undertaking
PART D
CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

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

1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;

1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;

1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.

1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.

1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.

1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.

1.7 **Companies Act** means the Companies Act, 2008.

1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.

1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.

1.10 **DBSA** means the Development Bank of Southern Africa Limited.

1.11 **DFI** means Development Finance Institution.

1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).

1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.

1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

1.15 **PFMA** means the Public Finance Management Act, 1999.


1.17 **PPPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.

1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.

1.19 **Price and Preferential Points Assessment** means the process described in clause 27.6 of this Part C, as prescribed by the PPPFA.
1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.

1.22 **SARS** means the South African Revenue Services.

1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.24 **SLA** means Service Level Agreement i.e., a professional services contract.

1.25 **SOE** means State Owned Enterprise, as defined by the Companies’ Act.

1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA’s requirements contained in this RFP.

1.27 **State** means the Republic of South Africa.

1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

2. **INTERPRETATIONS**

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

   2.1 “includes” or “including” means includes or including without limitation; and

   2.2 “R” or “Rand” is a reference to the lawful currency of the Republic of South Africa.

3. **TENDER TECHNICAL AND GENERAL QUERIES**

   Queries pertaining to this tender must be directed to:-
   DBSA Supply Chain Management Unit
   Email: [lihleSCM@dbsa.org](mailto:lihleSCM@dbsa.org)
   No questions will be answered telephonically.

4. **BID TIMETABLE**

   This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement of tender</td>
<td>29 / 07 / 2022</td>
</tr>
<tr>
<td>RFP document available</td>
<td>29 / 07 / 2022</td>
</tr>
<tr>
<td>Closing date for tender enquiries</td>
<td>12 / 08 / 2022 by 17:00 (SA Time)</td>
</tr>
<tr>
<td>Link requests</td>
<td>12 / 08 / 2022 by 17:00 (SA time)</td>
</tr>
<tr>
<td>Closing date and time</td>
<td>24 / 08 / 2022 at 23h55 (SA Time)</td>
</tr>
<tr>
<td>Intended completion of evaluation of tenders</td>
<td>22 / 09 / 2022</td>
</tr>
<tr>
<td>Intended formal notification of successful Bidder(s)</td>
<td>22 / 09 /2022</td>
</tr>
<tr>
<td>Signing of Service Level Agreement</td>
<td>01 / 10 / 2022</td>
</tr>
<tr>
<td>Effective date</td>
<td>01 / 10 / 2022</td>
</tr>
</tbody>
</table>

5. **SUBMISSION OF TENDERS**

NON-COMPULSORY BRIEFING: **05 August 2022** - Tender briefing will be done online via Microsoft teams.

LINK: [Click here to join the meeting](#)

Time: 10H00 AM Johannesburg time (Microsoft Teams)

**LINK REQUESTS:** Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on **12 August 2022 at 17:00** prior to expiry of the deadline for submission.

CLOSING DATE: **24 August 2022**

CLOSING TIME: 23H55

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

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

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

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

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

6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;

6.4.2 the Tendering Process; and

6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.
7. **STATUS OF REQUEST FOR PROPOSAL**

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

8. **ACCURACY OF REQUEST FOR PROPOSAL**

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

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

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

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

9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

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

10. **REPRESENTATIONS**

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

11. **CONFIDENTIALITY**

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

12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to lihleSCM@dbsa.org

12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, or on the DBSA’s website without identifying the person or organisation which submitted the question.

12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS

13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

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

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

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

15.1.1 the preparation or lodgement of their Bid
15.1.2 the evaluation and clarification of their Bid; and
15.1.3 the conduct of negotiations with the DBSA.

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

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

16. **COMPLAINTS ABOUT THE TENDERING PROCESS**

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

16.2 The written complaint must set out:

16.2.1 the basis for the complaint, specifying the issues involved;
16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
16.2.3 any relevant background information; and
16.2.4 the outcome desired by the person or organisation making the complaint.

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

17. **CONFLICT OF INTEREST**

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

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

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

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

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

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

19. **BIDDER’S RESPONSIBILITIES**

19.1 Bidders are responsible for:

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

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

19.1.3 ensuring that their Bids are accurate and complete;

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

19.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

19.1.6 submitting all Compulsory Documents.

19.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

19.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements
of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

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

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

20. **PREPARATION OF BIDS**

20.1 Bidders must ensure that:

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

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

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

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

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

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

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

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

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

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

22. **OBLIGATION TO NOTIFY ERRORS**

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

23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

23.2.1 the Bidder is not engaged to perform under any contract; or

23.2.2 the DBSA exercises any right under this RFP or at law.

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

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

24.1.1 as required by law;

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

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

25. **USE OF BIDS**

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

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

26. **BID ACCEPTANCE**

All Bids received must remain open for acceptance for a minimum period of 120 (One Hundred and Twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. **EVALUATION PROCESS**

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 **First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:
**Stage 1: Responsiveness**

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

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

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Prequalifying Criteria</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adherence to submitting Tender as a two-folder tender.</td>
<td></td>
<td></td>
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<tr>
<td>Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>Attendance Register of the Compulsory Briefing Session attended by the Tenderer.</td>
<td>Pre-Qualifier</td>
<td>N</td>
</tr>
<tr>
<td>In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME’s and QSE’s with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process</td>
<td>Pre-Qualifier</td>
<td>N</td>
</tr>
<tr>
<td>The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.</td>
<td>Pre-Qualifier</td>
<td>N</td>
</tr>
</tbody>
</table>

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

27.1.1 Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation of the Second Stage will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the Third Stage.

27.1.2 Third Stage – price

27.1.2.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functional Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price.

27.1.2.2 The recommended preferred Bidder may be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

27.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.
27.3 **First Stage: Pre-Qualifying Criteria**

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

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

27.4 **Second Stage: Functional Criteria**

The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of 70 points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

**Company/bidder experience in the development of Traffic Forecasting Model for Land Ports.**

<table>
<thead>
<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
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</thead>
<tbody>
<tr>
<td>Company experience having completed at least two projects in conducting traffic forecasting models for the development of Land Ports in low-income countries between the years 2010-2022.</td>
<td>Points 10 – At least two (2) traffic forecasting studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:  - the public sector.  - for land ports/roads/toll roads or similar infrastructure between the years 2010 – 2022,  - where the outcomes of the study were used to obtain external financing.</td>
<td>10</td>
</tr>
<tr>
<td>Traffic forecasting includes GDP growth by country, competing rail improvements, Reduced journey times, User fees and tolls between origin and destination and at alternative border crossings, barriers to trade and user fees imposed at the port of entry.</td>
<td>Points 7 – At least three (3) traffic forecasting studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:  - the public and private sector,  - for land ports/roads/toll roads or similar infrastructure between the years 2010 – 2022.</td>
<td>7</td>
</tr>
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<td>Points 5 - At least three (3) traffic forecasting studies completed in low-income countries for public and private sector (Africa, LATAM, Asia, Eastern Europe, etc.) for:  - any border crossing infrastructure between the years 2010 - 2022.</td>
<td>5</td>
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<tr>
<td></td>
<td>Points 0 – Less than two (2) traffic forecasting studies completed in low-income countries for public and private sector (Africa, LATAM, Asia, Eastern Europe, etc.) for:  - any border crossing infrastructure between the years 2010 - 2022.</td>
<td>0</td>
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<tr>
<td>ASSESSMENT CRITERIA</td>
<td>DESCRIPTION</td>
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| Company experience having completed at least two (2) traffic surveys for infrastructure projects, in low-income countries between the years 2010 - 2022. | **Points 10** – At least two (2) traffic surveys studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:  
  - the public sector  
  - for land ports/roads/toll roads or similar infrastructure between the years 2010 – 2022  
  - where the outcomes of the study were used to obtain external financing. | 10 |
| Company experience having completed at least two (2) user-pay market studies for user levy charges for large-scale infrastructure projects, in low-income countries, between the years 2010 - 2022. | **Points 10** – At least two (2) user-pay market studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:  
  - public sector,  
  - for land ports/roads/toll roads infrastructure between the years 2010 – 2022,  
  - where the study was used to obtain external financing. | 10 |
| **Points 7** – At least three (3) traffic survey studies completed in low-income countries for public and private sector (Africa, LATAM, Asia, Eastern Europe, etc.) for:  
  - any border crossing infrastructure between the years 2010 - 2022. | | |
| **Points 5** - At least three (3) traffic survey studies completed in low-income countries for public and private sector (Africa, LATAM, Asia, Eastern Europe, etc.) for:  
  - any border crossing infrastructure between the years 2010 - 2022. | | |
| **Points 0** – Less than three (3) traffic survey studies completed in low-income countries for public and private sector (Africa, LATAM, Asia, Eastern Europe, etc.) for:  
  - any border crossing infrastructure between the years 2010 - 2022. | | |
| **Points 7** – At least three (3) user-pay market studies completed in low-income countries for public and private sector (Africa, LATAM, Asia, Eastern Europe, etc.) for:  
  - any border crossing infrastructure between the years 2010 - 2022. | | |
<p>| <strong>Points 5</strong> - At least three (3) user-pay market studies completed in low-income countries for public and private sector for border crossing infrastructure between the years 2010 – 2022. | | |
| <strong>Points 0</strong> – Less than (3) user-pay market studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for: | | |</p>
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<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
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</table>
| Proposed methodology to undertake traffic forecasting and market/industry user-pay surveys. | **Points 15** – Clear, robust, and defensible methodologies and approach demonstrating excellent knowledge, understanding and experience of the activities, time and processes to achieve the tasks and deliverables of the assignment.  
**Points 11** - Reasonable methodologies and approach demonstrating good knowledge, understanding and experience of the activities, time and processes to achieve the tasks and deliverables of the assignment.  
**Points 0** – unclear, poor and/or inadequate methodologies and approach of the assignment. | 15 |
| Project duration, schedule, and work plan | **Points 10** - Robust programme detailing all activities in a logical sequence, in parallel and demonstrating understanding of interdependencies between activities and deliverables and how these roll up to milestones.  
**Points 7** - Reasonable programme detailing all activities in a logical sequence and demonstrating understanding of interdependencies between activities and deliverables and how these roll up to milestones.  
**Points 0** – no programme provided. | 10 |

**Experience of the Lead Advisors and team**

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<th>ASSESSMENT CRITERIA</th>
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</thead>
</table>
| Lead Advisor or Project Director (Overall responsible for project execution, management, client management and quality control) | **Points 10** – experience in leading and managing two (2) or more traffic forecasting studies for land ports/roads/toll roads (historical traffic analysis, user-pay studies, and forecasting) for:  
- public sector, in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) between the years 2005 – 2022,  
- where the outcome of the studies were used to obtain external finance.  
**Points 7** – experience in leading and managing at least two (2) traffic forecasting studies for land ports/roads/toll roads (historical traffic analysis, user-pay studies, and forecasting) for:  
- both public and private sector, in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) between the years 2005 – 2022 | 10 |
<table>
<thead>
<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Traffic Modeller</td>
<td><strong>Points 10</strong> – Two (2) or more traffic forecasting studies (historical traffic analysis and forecasting) in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) between the years 2005 – 2022, where the outcome of the studies were used to obtain external finance.</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Points 7</strong> – Two (2) or more traffic forecasting studies (historical traffic analysis and forecasting) completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:</td>
<td></td>
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<tr>
<td></td>
<td>• land ports/roads/toll roads or similar infrastructure between the years 2005 - 2022.</td>
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<td></td>
<td><strong>Points 0</strong> – no related experience</td>
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<tr>
<td>Senior Transport Economist</td>
<td><strong>Points 10</strong> – Two (2) or more user-pay market studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:</td>
<td>10</td>
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<tr>
<td></td>
<td>• land ports/roads/toll roads or similar infrastructure between the years 2005 – 2022 where the outcome of the studies were used to obtain external finance.</td>
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<td><strong>Points 7</strong> – Two (2) or more user-pay market studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:</td>
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<td></td>
<td>• roads/toll roads or similar infrastructure between the years 2005 - 2022.</td>
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<td></td>
<td><strong>Points 4</strong> - Two (2) or more user-pay market studies completed in low-income countries (Africa, LATAM, Asia, Eastern Europe, etc.) for:</td>
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<td></td>
<td>• any border crossing between the years 2005 – 2022</td>
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<tr>
<td></td>
<td><strong>Points 0</strong> – no related experience</td>
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**Note:** Bidders must score a minimum of 7 points for each of the Lead Advisor and Senior Traffic Modeller, to be considered for Price Evaluation.

Qualifications of the Lead Advisors and team

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<tr>
<th>ASSESSMENT CRITERIA</th>
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<tbody>
<tr>
<td>Project Director (MEng, MPM or similar)</td>
<td><strong>Points 5</strong> – Masters (NQF 9) qualification in engineering, project management, or similar</td>
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</tr>
<tr>
<td></td>
<td><strong>Points 3.5</strong> – relevant degree (NQF 8) or equivalent</td>
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<tr>
<td></td>
<td><strong>Points 0</strong> – Diploma (NQF 7) or less</td>
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<tr>
<td>ASSESSMENT CRITERIA</td>
<td>DESCRIPTION</td>
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</tr>
<tr>
<td>Senior Traffic Modeller (MEng, MCom, MSc or similar)</td>
<td>Points 5 – Masters’ degree (NQF 9) in Engineering, Economics, Econometrics, Statistics, Mathematics, or similar qualifications.</td>
<td>5</td>
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<tr>
<td></td>
<td>Points 3.5 – Relevant degree (NQF 8) or equivalent</td>
<td></td>
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<tr>
<td></td>
<td>Points 0 – Diploma (NQF 7) or less</td>
<td></td>
</tr>
<tr>
<td>Lead Transport Economist (MCom, MSc or similar)</td>
<td>Points 5 – Masters’ degree (NQF 9) in Economics, Econometrics, Statistics, Mathematics, or similar qualifications.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Points 3.5 – Relevant degree (NQF 8) or equivalent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Points 0 – Diploma (NQF 7) or less</td>
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</tbody>
</table>

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

27.6 **Third Stage: Price**

27.6.1 the Third Stage of evaluation of the Bids will be in respect of price only.

28. **STATUS OF BID**

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

28.2 A Bid must not be conditional on:

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

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

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

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

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

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

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

29. **CLARIFICATION OF BIDS**

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

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

30. **DISCUSSION WITH BIDDERS**

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

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

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

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

   30.4.1 conduct a site visit, if applicable;
   30.4.2 provide references or additional information; and/or
   30.4.3 make themselves available for panel interviews.

31. **SUCCESSFUL BIDS**

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

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

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

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

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

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

33.1 By submitting a Bid, a Bidder warrants that:

33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

33.1.2 it did not use the improper assistance of DBSA’s employees or information unlawfully obtained from them in compiling its Bid;

33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

33.1.4 it accepts and will comply with the terms set out in this RFP; and

33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA’S RIGHTS

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

34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;

34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

34.1.3 vary or extend any time or date specified in this RFP;

34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;

34.1.5 require additional information or clarification from any Bidder or any other person;

34.1.6 provide additional information or clarification;

34.1.7 negotiate with any one or more Bidder;

34.1.8 call for new Bid;

34.1.9 reject any Bid received after the Closing Time; or

34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

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

35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

35.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).
36. **MANDATORY QUESTIONS**

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

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

36.1.1

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

36.1.2

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
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<tbody>
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</tbody>
</table>

36.1.3

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

36.1.4

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
### 36.1.5

| In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value. |
|---|---|
| **Comply/Accept** | **Do not comply/Do not accept** |
36.1.11

<table>
<thead>
<tr>
<th>Only the proposal as submitted on the closing date shall be considered. No Bids for future bids shall be accepted.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

36.1.12

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

36.1.13

<table>
<thead>
<tr>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

36.1.14

| 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. | Comply/Accept | Do not comply/Do not accept |
|---|---|---|
36.1.15

| 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. | Comply/Accept | Do not comply/Do not accept |

36.1.16

| 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. | Comply/Accept | Do not comply/Do not accept |

36.1.17

| 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. | Comply/Accept | Do not comply/Do not accept |

36.1.18

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

1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.

2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.

3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.

4. Subcontracting must not contradict any Regulation or Legislation
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

<table>
<thead>
<tr>
<th>36.1.19</th>
<th>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>36.1.20</th>
<th>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.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>36.1.21</th>
<th>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>36.1.22</th>
<th>If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>36.1.23</th>
<th>The Bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>
36.1.24

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

36.1.25

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

36.1.26

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

36.1.27

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

36.1.28

| The following will be grounds for disqualification: |
|---|---|
| - Unsatisfactory performance under a previous public contract in the past 5 years, provided that |
| Comply/Accept | Do not comply/Do not accept |
notice of such unsatisfactory performance has been given to the bidder; and/or

- The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or
- The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or
- The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or
- Bids received after the stipulated closure time will be immediately disqualified; and/or
- Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.

<table>
<thead>
<tr>
<th>Signature(s) of Bidder or assignee(s)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of signing person (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Are you duly authorized to sign this Bid?</td>
<td></td>
</tr>
<tr>
<td>Name of Bidder (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Postal address (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>FAX number:</td>
</tr>
<tr>
<td>Mobile Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>
PART E

TERMS OF REFERENCE & PROJECT BRIEF

1. Background

South Africa has 72 Ports of Entry which have become progressively over-burdened by the movement of people and goods. The Ports of Entry are particularly congested and stifling trade within the Southern Africa region. As a measure to address this, the Department of Home Affairs of the Republic of South Africa (“Home Affairs”) has identified the following land Ports of Entry (Land Ports) for redevelopment: Beitbridge (Zimbabwe), Lebombo (Mozambique), Maseru Bridge and Ficksburg (Lesotho), Oshoek (Eswatini) and Kopfontein (Botswana).

The aim is to redevelop these Land Ports into One Stop Border Posts (where feasible), while others are being redeveloped for the first time since the Apartheid Era (prior to 1994). Where feasible, a One Stop Border Post that combines the activities of both countries’ border organisations at a single location with simplified procedures and joint processing and inspections can reduce the time taken to clear goods and travel time.

Figure 1 – Six Ports of Entry identified for redevelopment

The redevelopment of the Land Ports is planned to be procured through a Public Private Partnership (PPP), in accordance with the Public Finance Management Act’s Regulation 16. The objective of redevelopment is to establish cost-effective and efficient Land Ports to streamline services for the movement of persons and goods between South Africa and its neighbouring countries, facilitate regional trade, contribute to socio-economic development, and job creation in communities surrounding the Land Ports, and generate fees to support the cost of the redevelopment.

In July 2020, the Border Management Authority (BMA) was established in terms of the Boarder Management Authority Act No. 2 of 2020 with the objective of achieving integrated border management and law enforcement at the Ports of Entry and co-operation and co-ordination of border management matters in general. The BMA is established as a Schedule 3 Part A National Public Entity in terms of the Public Finance Management Act, reporting to Home Affairs. The BMA is the entity envisaged to lead the development of the Project, post capacititation.
2. **Purpose of the study**

Home Affairs has completed the development of the Request for Proposal for this Project and the same has been submitted to the National Treasury to seek approval prior to issuing it publicly to seek private developers to undertake the Project. The purpose of this study is to appoint a suitably qualified and experienced service provider to undertake traffic verification and forecasting for each of the six Land Ports to inform the preparation of the PPP transaction on matters such as sizing of the infrastructure and potential user fees that could be generated.

The outputs generated in the assignment will be used by Home Affairs in the preparation of procurement documents and reports for National Treasury approvals and may be shared with other government departments and organs of state involved in the project on a reliance basis. Furthermore, the outputs generated, as a whole or in parts, may be shared with bidders, their advisers, and lenders on a non-reliance basis.

3. **Scope of Work**

The following items are the envisaged list of activities required to be carried out (any deviations must be specified separately).

**3.1. Site Visit**

3.1.1. Visit each Land Port to get a first-hand impression of the traffic situation and draw appropriate conclusions to feed into the analysis and forecast.

**3.2. Historical Traffic Analysis at the Six Land Ports of Entry**

3.2.1. With assistance from the Department of Home Affairs and the Border Management Authority, obtain all available historical records of vehicle movements by type and time to move through the Land Ports from the South African Revenue Services.

3.2.2. Prepare an analysis of the historical traffic volumes by vehicle types (car and Motorcycles, Light Vehicle, Minibuses, Buses, Heavy Goods Vehicles, Abnormal Vehicles) crossing each of the Land Ports for the past 10 years (i.e., the period from April 2012 to 2022, the data for each year must be presented for the period starting from 01 April and ending on 31 March each year) using data sourced from relevant authorities in South Africa and neighbouring countries (where applicable), as well as other suitable data sources, correlated with published trade statistics analysis. Undertake traffic surveys (manual/automatic traffic counts and origin-destination surveys) for each Land Ports to ensure that there are no information gaps.

3.2.3. The analysis must provide commentary on:

- The suitability, completeness, and limitation of data available and in the case of the latter, how the information gaps may be filled and what assumptions may be required to be made and the accuracy thereof as well as the potential influence on the forecast modelling.
- Historic growth/decline by vehicle type including seasonal and daily variations.
- Economic activity in origin/destination countries and derive relationships with traffic growth.
- Recorded transfer times by vehicle type (the time it takes to go through the border)
- The economic value of time by vehicle and commodity type.
- For heavy goods vehicles: types of goods/commodities being transported, historic growth by commodity and origin/destination countries.
• Alternative routes and modes of transport between origin and destination for goods and travellers.

• Delays experienced at each Land Port when entering and leaving, causes of such delays and how they can be alleviated.

3.2.4. The analysis must include regression modelling with relevant independent variables, such as GDP in South Africa and neighbouring countries, commodity cycles, trade between the countries and other relevant explanatory variables. Variables that were part of any (initial) regression modelling but were subsequently dropped due to lack of meaningful explanations should be explained.

3.3. Impact of Levying User Charges

3.3.1. Prepare a market analysis and demand study using the historical data, published trade statistics and user surveys on the impact of imposing user fees on traffic passing through the border crossing by vehicle type and forecasts of the economic drivers for cross-border travel.

3.3.2. Undertake user surveys to determine route choice parameters and the potential of delay time and willingness-to-pay (pre-and-post upgrades) for each Land Port to ensure that there are no information gaps.

3.3.3. The analysis must provide commentary on:

• Current user fees and tolls (and any other charges) being imposed between origin and destination countries.

• Border crossing delay analysis and the potential impact on delays that could result from improved border control systems, technology, and infrastructure.

• Alternative Land Ports that may impact the traffic volumes including, existing border crossings and ports and competing rail routes, including a comparison of cost (including fuel), length of routes, condition of the roads and rail and timing delays.

3.4. Traffic Forecast for Each of the Six Land Ports of Entry

3.4.1. Prepare a detailed forecast of traffic volumes for a period of 25 years (the data for each year must be presented for the period starting from 01 April and ending on 31 March each year) including estimates of market growth by vehicle type and commodity category, using the historical data, regression analysis, published trade statistics and market study on the impact of levying user charges, providing rational assumptions used in arriving at the forecasts.

3.4.2. The forecast should provide three scenarios showing low-, base- and high- case traffic demand projections and identify factors that would limit traffic growth projections and the impact thereof on the demand forecasts.

3.4.3. The forecast should include detailed sensitivity analysis on estimated traffic volumes including:

• GDP growth by country
• Competing rail improvements
• Reduced journey times
• User fees and tolls between origin and destination and at alternative border crossings
• Increased barriers to trade
• User fees imposed at the port of entry
• Any other identified route choice variable such as fuel price in neighbouring countries.
4. Duration

It is anticipated that the study will span approximately 12 - 15 months.

5. Experience and Qualifications

5.1. At a minimum, bidders should be able to:

- Demonstrate experience of working on toll road traffic and revenue studies in Africa.
- Demonstrate experience of undertaking freight and commodity movement studies.
- Demonstrate experience of conducting or commissioning traffic surveys in Africa.
- Clearly outline the traffic modelling and forecasting methodology they intend to use for this study – giving the rationale.
- Demonstrate an understanding of the workings of land ports such that throughput improvements can be quantified and correctly represented in the forecasting model.

6. REMUNERATION AND MANAGEMENT

6.1. Pricing proposal

Prospective bidders are required to complete the table below to indicate the price offer to comply with the terms and scope of this assignment. The table below should be used to present the summary of the total costs.

<table>
<thead>
<tr>
<th>Task</th>
<th>DESCRIPTION</th>
<th>%</th>
<th>Total Amount Excl. VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Inception Report and Scoping Report Review</td>
<td>15%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td><strong>Activity 1</strong> – Site visit of selected borders in South Africa for a full working week.</td>
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<tr>
<td></td>
<td><strong>Activity 2</strong> – Data collection meetings with the South African Revenue Services, meetings with National Treasury, Department of Home Affairs, Infrastructure Fund, DBSA, Border Management Authority and the appointed project advisors, to understand the need and use of the deliverables. Initial engagements with sample members of industry to get first impressions on the strategy to undertake the assessment of user charges.</td>
<td></td>
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<tr>
<td></td>
<td><strong>Activity 3</strong> – Revised and updated project methodology and work plan.</td>
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<tr>
<td>2.</td>
<td>Historical traffic analysis for each of the six Ports of Entry that are part of the scope of the project.</td>
<td>25%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td><strong>Activity 4</strong> – Undertake traffic analysis and draft historical traffic analysis, including assumptions and risk matrix with mitigation.</td>
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<td><strong>Activity 5</strong> – Final historical traffic analysis report</td>
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</table>
3. Market analysis and demand study on the impact of levying user charges.
   - **Activity 6** – Draft Market analysis and demand study report, including assumptions and risk matrix with mitigation.
   - **Activity 7** – Final Market analysis and demand study report
   - 25% R

4. Traffic forecast for each of the six (6) Ports of Entry
   - **Activity 8** – Draft traffic forecast report, including assumptions and risk matrix with mitigation.
   - **Activity 9** – Final traffic forecast report
   - 30% R

5. Final Study Report & Presentation - Activity 10:
   - Summary of the activities undertaken & conclusions
   - Challenges faced
   - Limits of the study
   - Historical Analysis and Forecasting Model
   - Recommendation for the use of the outcomes to obtain external financing
   - Risks and mitigation
   - Close-out with lessons learnt
   - 5% R

6.2. Remuneration schedule

Remuneration of the consultant will be in South African Rands, on a fixed price, on completion and approval of the deliverables by the Project Steering Committee of the Tasks as priced in the table above.

6.3. Disbursements

Each bidder should provide for a disbursement allowance not exceeding 10% of the total costs of the Project. Note that the allowance for disbursements will not be considered in determining the bidder’s final price during the price evaluation. The following should be a guide in calculating and claiming of disbursements included in the disbursement allowance:

- Local (SADC) air travel should be economy class
- International trips more than 8 hours may be Business Class or as approved by the Project Steering Committee.
- Hotels should be up to a 4 star up to maximum of R1 440 per night
- Car hire should be a group B category
- Use of own car the costs should be capped at R3,70 per kilometer
- Approved disbursements will be reimbursed at cost, no margin or fee will be invoiced by the service provider to administer disbursements or payment to sub-contractors

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost excl. VAT</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>VAT @ 15%</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>TOTAL COST (Incl. VAT)</td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>
NOTE:

i. Terms of payment shall be agreed during the conclusion of the Service Level Agreement between the DBSA and the Service Provider. The application for payment shall be made following approval of deliverables by the Project Steering Committee (PSC).

ii. Each of the deliverables above will be submitted to the PSC as draft documents for inputs, comments and views by the stakeholders;

iii. Each final deliverable should be provided in 3 hard copies in color and one soft/PDF copy, for distribution to the relevant stakeholders.

iv. The Bidder confirms that:
   - its fee proposal includes all costs and allowances necessary to carry out the Services described in the RFP within the period offered; and
   - that its proposal includes all prices, rates fees and amounts:
     - inclusive of expenses required to provide the Services;
     - inclusive of Value Added Taxes* and/or any applicable withholding or other taxes; and
     - not subject to currency exchange fluctuations.
Annexure A

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP199/2022: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A TRAFFIC FORECASTING MODEL FOR THE SIX INLAND BORDER POST PROJECT

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

______________________________________________________________

_________________________ (in words); ZAR ______________________ (in figures),

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

Name(s)  ___________________________  ___________________________

Capacity  ___________________________  ___________________________

For the
Tenderer  
(Name and address of organisation)

Name and signature of witness  ___________________________  Date  ___________________________
DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.
"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 the following particulars:
   
   Name of person / director / trustee / shareholder / member:
   
   Name of state institution at which you or the person connected to the bidder is employed:
   
   Position occupied in the state institution:
   
   Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain 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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  
YES / NO

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?  
YES / NO

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

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:

……………………………………………………………………………………
……………………………………………………………………………………
……………………………………………………………………………………

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
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</table>

4. DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………

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

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

…………………………………………………………………………………………………….
Signature                                      Date

…………………………………………………………………………………………………….
Position                                      Name of bidder
# RESTRICTED SUPPLIERS

## 1

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (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 audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Annexure F

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

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

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

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

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.
PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

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

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

<table>
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<tr>
<th>Item</th>
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<tr>
<td>Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tbody>
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</table>
Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:
ANNEXURE L – KfW Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

   2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
   
   2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
   
   2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
   
   2.4) having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
   
   2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
   
   2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries”.

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.
Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries

Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction; or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA’s staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International
Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries

Labor Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____________________________ in the capacity of:

______________________________

Duly empowered to sign in the name and on behalf of: __________________________________

Signature: _________________________    Dated: ________________________________