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>RFP220/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BMZ202083897</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NON-COMPULSORY BRIEFING SESSION DETAILS:</th>
<th>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Link:</td>
<td>Click here to join the meeting</td>
</tr>
<tr>
<td>12 August 2022 @11H00 (Johannesburg time)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSING DATE:</th>
<th>05 September 2022 @ 23:55 (Johannesburg time)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CLOSING TIME:</th>
<th>23H55 (Midnight)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</th>
<th>120 days</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF BID:</th>
<th>APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A LOCALIZATION AND IMPLEMENTATION STUDY FOR THE GAUTRAIN SYSTEM</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BID DOCUMENTS DELIVERY ADDRESS:</th>
<th>1. ELECTRONIC SUBMISSIONS</th>
</tr>
</thead>
</table>

**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 **23 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 **23 AUGUST 2022 at 17:00 Johannesburg time** prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties.
- Detailed information and a step-by-step description of the upload procedure can be downloaded here: [https://exficon.de/tad/e-procurement/](https://exficon.de/tad/e-procurement/)
- Timely submission means that the file must be successfully uploaded by the deadline of **05 September 2022 before 23:55**.
- In case of problems with the e-submission please contact: e-procurement@exficon.de
- Any requests after the stipulated date and time may be disregarded.

**NB:** Electronic submission is encouraged for all bidders interested in this tender

**Closing date of this RFP220.2022 is 05 September 2022 before 23:55.**

No physical bids will be received or accepted at the DBSA offices

<table>
<thead>
<tr>
<th>NAME OF BIDDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON:</td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
</tr>
<tr>
<td>TELEPHONE NUMBER:</td>
</tr>
<tr>
<td>FAX NUMBER:</td>
</tr>
<tr>
<td>BIDDER'S STAMP OR SIGNATURE</td>
</tr>
<tr>
<td>Section</td>
</tr>
<tr>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>PART A</td>
</tr>
<tr>
<td>PART B</td>
</tr>
<tr>
<td>PART C</td>
</tr>
<tr>
<td>PART D</td>
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<tr>
<td>PART E</td>
</tr>
<tr>
<td>1. Introduction</td>
</tr>
<tr>
<td>2. Purpose</td>
</tr>
<tr>
<td>3. Background</td>
</tr>
<tr>
<td>4. Scope of work</td>
</tr>
<tr>
<td>Fees and Assumptions</td>
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<tr>
<td>Annexure B</td>
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<tr>
<td>Annexure C</td>
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<tr>
<td>Annexure D</td>
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<td>Annexure E</td>
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<td>Annexure F</td>
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<tr>
<td>Annexure G</td>
</tr>
<tr>
<td>Annexure H</td>
</tr>
<tr>
<td>Annexure I</td>
</tr>
<tr>
<td>ANNEXURE J – KfW Declaration of Undertaking</td>
</tr>
</tbody>
</table>
PART A
INVITATION TO BID

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

BID NUMBER: RFP220/2022

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A LOCALIZATION AND IMPLEMENTATION STRATEGY FOR THE GAUTRAIN SYSTEM

NON-COMPULSORY BRIEFING: 12 AUGUST 2022 - Tender briefing will be done online via Microsoft teams.

LINK: Click here to join the meeting

Time: 11H00 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 23 AUGUST 2022 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. The operator of this e-procurement system (exficon GmbH, Frankfurt A.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.

CLOSING DATE: 05 September 2022
CLOSING TIME: 23H55

The DBSA has received grant support from the German Ministry for Economic Cooperation and Development (BMZ), through KfW Development Bank, to assist with various studies for the development of the Gautrain 2026 and GRRINE Projects. Through a Memorandum of Agreement signed between the DBSA and the Gautrain Management Agency, the DBSA on behalf of the Gautrain Management Agency hereby procures a service provider to develop a localization and implementation strategy for the Gautrain System. The successful bidder will conclude a Professional Services Contract with the DBSA, 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.
<table>
<thead>
<tr>
<th>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>POSTAL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON (FULL NAME):</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>FAX NUMBER:</td>
<td></td>
</tr>
<tr>
<td>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</td>
<td></td>
</tr>
<tr>
<td>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</td>
<td></td>
</tr>
<tr>
<td>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE / BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</td>
<td>[TICK APPLICABLE BOX]</td>
</tr>
<tr>
<td>IF YES, WHO ISSUED THE CERTIFICATE?</td>
<td></td>
</tr>
<tr>
<td>REGISTERED WITH THE NATIONAL TREASURY CSD</td>
<td>[TICK APPLICABLE BOX]</td>
</tr>
<tr>
<td>CSD REGISTRATION NUMBER</td>
<td></td>
</tr>
<tr>
<td>TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS</td>
<td></td>
</tr>
<tr>
<td>1..1.1</td>
<td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>[IF YES ENCLOSE PROOF]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1..1.2</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[IF YES ANSWER PART B:3 BELOW]</td>
<td></td>
</tr>
</tbody>
</table>

| 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 INTERNATIONAL BIDDERS, MANDATORY INFORMATION NAMELY: BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS, MUST BE SUBMITTED WITH THE BID DOCUMENTATION.**

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 VENTURES / 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 on the basis of non-compliance

**YES**  **NO**

☐ ☐ One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission

☐ ☐ Part A: Invitation to Bid

☐ ☐ Part B: Terms and Conditions of Bidding

☐ ☐ Part C: Checklist of Compulsory Returnable Schedules and Documents

☐ ☐ Part D: Conditions of Tendering and Undertakings by Bidders

☐ ☐ Part E: Specifications/Terms of Reference and Project Brief

☐ ☐ Annexure A: Price Proposal Requirement

☐ ☐ Annexure B: SBD4 Declaration of Interest

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

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

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

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

☐ ☐ Annexure G: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

☐ ☐ Annexure H: General Condition of Contract

☐ ☐ Annexure I: 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 EME means Exempt Micro Enterprise i.e., businesses that are exempt from measurement in terms of the DTI’s codes of Good Practice for Black Economic Empowerment

1.13 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).

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

1.15 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.

1.16 PFMA means the Public Finance Management Act, 1999.


1.18 PPPFA Regulations means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.

1.19 Pre-Qualifying Criteria means the criteria set out in clause 27.3 of this Part C.
1.20 **Price and Preferential Points Assessment** means the process described in clause 27.6 of this Part C, as prescribed by the PPPFA.

1.21 **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.

1.22 **QSE** means Qualifying Small Enterprise i.e. one of the categories of South African businesses as per the *Broad Based Black Economic Empowerment* Act.

1.23 **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.

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

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

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

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

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

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

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

1.31 **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.

1.32 **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

   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>05 August 2022</td>
</tr>
<tr>
<td>RFP document available</td>
<td>05 August 2022</td>
</tr>
<tr>
<td><strong>Link requests</strong></td>
<td>23 August 2022 @ 17:00 Johannesburg time</td>
</tr>
<tr>
<td>Closing date for tender enquiries</td>
<td>23 August 2022 @ 17:00 Johannesburg time</td>
</tr>
<tr>
<td>Queries responses to be provided by</td>
<td>26 August 2022 @ 17:00 Johannesburg time</td>
</tr>
<tr>
<td><strong>Closing date and time</strong></td>
<td>05 September 2022 @ 23:55 (Johannesburg time)</td>
</tr>
<tr>
<td>Intended completion of evaluation of tenders</td>
<td>07 – 09 September 2022</td>
</tr>
<tr>
<td>Intended formal notification of successful Bidder(s)</td>
<td>29 September 2022</td>
</tr>
<tr>
<td>Signing of Service Level Agreement</td>
<td>01 October 2022</td>
</tr>
<tr>
<td>Effective date</td>
<td>01 October 2022</td>
</tr>
</tbody>
</table>

5. SUBMISSION OF TENDERS

NON-COMPULSORY BRIEFING: **12 AUGUST 2022** - Tender briefing will be done online via Microsoft teams.

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

Time: 11H00 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 **23 AUGUST 2022 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. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.

**CLOSING DATE:** 05 September 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 lihle SCM@dbsa.org

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

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

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

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

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

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

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

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

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

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

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

15. **ANTI-COMPETITIVE CONDUCT**

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

15.1.1 the preparation or lodgement of their Bid

15.1.2 the evaluation and clarification of their Bid; and

15.1.3 the conduct of negotiations with the DBSA.

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

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

16. **COMPLAINTS ABOUT THE TENDERING PROCESS**

16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (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 and publication through GTA.

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-BBBEE 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-BBBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBBEE 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 90 (Ninety) 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>1 Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>2 Attendance Register of the Compulsory Briefing Session attended by the Tenderer.</td>
<td>Pre-Qualifier</td>
<td>N</td>
</tr>
<tr>
<td>3 In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME’s and QSE’s with a minimum B-BBEE status of</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
</tbody>
</table>
Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process

The successful Tenderer (e.g., international bidders with no footprint in South Africa), if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:

(i). an EME or QSE which is at least 51% owned by black people.

| Pre-Qualifier | Y |

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

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Clarification Time</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Standard conditions of tender as required.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>2 Returnable documents completed and signed.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>3 Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered &amp; tax compliant to do business with the DBSA. For the avoidance of doubt, international bidders with no footprint in South Africa, are not required to be registered on the CSD, however, should provide proof of tax compliance in their country of domicile.</td>
<td>7 Working days</td>
<td>Y</td>
</tr>
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</table>

Only those Bidders which satisfy all the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria of the First Stage 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, in accordance with the PPPFA regulations.

27.1.2.2 The recommended preferred Bidder may not necessarily 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 is considered.

EVALUATION CRITERIA
Company/bidder experience in the development and implementation of economic development and localization studies of large projects

<table>
<thead>
<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
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<tbody>
<tr>
<td>Company experience in undertaking at least three studies in development and implementation of economic development strategies of large projects</td>
<td>Points 15 – At least three Economic Development and Localization studies undertaken between the years 2010 and 2022, for large scale infrastructure projects in the rail sector, world-wide that have been used in projects that were implemented.</td>
<td></td>
</tr>
<tr>
<td>Points 10.5</td>
<td>At least three Economic Development and Localization studies undertaken between the years 2010 and 2022, for large scale infrastructure projects in the broader Transport sector (Rail, road, ports, etc), world-wide that have been used in projects that were implemented.</td>
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| Points 7 | At least three Economic Development and Localization studies undertaken between the years 2010 and 2022, for large scale infrastructure projects in any other infrastructure sectors (Energy, Bulk water, ICT, Education). |

| Methodology - Quality of the methodology | Points 15 – Clear, robust and innovative methodology and approach demonstrating knowledge and understanding of similar systems, processes and the implementation of Economic Development and localization programmes, including engagements with suppliers, manufacturers, townships/communities, etc. for large infrastructure projects. |
| 15 |

| Points 8 | Acceptable methodology and approach demonstrating knowledge and understanding of similar systems, processes and the implementation of Economic Development and localization programmes, including engagements with suppliers, manufacturers, townships, etc. for large infrastructure projects. |

| Points 0 | average and/or inadequate methodology and approach for the development and implementation of Economic Development and localization programmes, including engagements with suppliers, manufacturers, townships, etc. for large infrastructure projects. |

| Project Duration, Schedule, and work plan. | Points 10 - Innovative and robust programme detailing all activities in a logical sequence, in parallel and demonstrating understanding of interdependencies between activities and deliverables. |
| 10 |

| Points 5 | Average programme detailing all activities in a logical sequence and demonstrating understanding of interdependencies between activities and deliverables |

| Points 0 | unclear and average programme detailing all activities of the project. |

| Skills transfer to the DBSA/GMA team | Points 5 - Innovative approach to skills transfer to the client team and the subcontracted entities and effectiveness thereof. References aligned with company experience in undertaking at least three |
| 5 |
studies in development and implementation of economic development strategies of mega projects

**Points 3.5** – Generic approach to skills transfer to the client team. References aligned with company experience in undertaking at least three studies in development and implementation of economic development strategies of mega projects

Service Providers are requested to submit evidence of a minimum of three (3) project references that can demonstrate the company project experience relevant to the requirements articulated in Section 3 of this RFP. These project references must be for projects executed between the years 2010 to date.

**Points 5** – 3 or more relevant references provided

**Points 3.5** – 2 relevant references provided

**Points 0** – Less than 2 references provided

### Experience of the Lead Advisors and team

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<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
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</table>
| **Lead Advisor or Project Director** (Overall responsible for project execution, management, client management and quality control) | **Experience:**
Years of experience in project management, a minimum of 10 years of which have been spent leading multidisciplinary project studies and has led to the implementation of a minimum of 2 Economic Development and/or Localization on large infrastructure projects that were implemented | **Points 10** – 15 years or more experience in project management with all other requirements achieved. **Points 7** – has 10 years’ experience in project management with all other requirements achieved. **Points 5** – has less than 10 years’ experience in project management with all other requirements achieved. |
| **Lead Technical (Rail Expert)** | Years of experience in specific Rail and other Technology areas (Rolling Stock, Feeder and Distribution Systems, Signalling, Traction Power and Power Supply, Commuter Rail ICT Systems, and Automated Fare Collection Systems) on large infrastructure projects that were implemented | **Points 10** – 10 or more years of experience **Points 7** – 7 - 9 years of experience **Points 5** – Has less than 7 years of experience |
| **Lead Legal Advisor** | Individual Experience in legal, policy and regulatory matters in Economic | **Points 10** – 10 years or more experience **Points 7** – 7 - 9 years of experience |
Development and localization on large infrastructure projects.

Years of experience in public sector procurement, Public Private Partnership legislation, design of supply chain management and the regulatory environment related to Economic Development and Broad Based Black Economic Empowerment.

Points 5 – Has less than 7 years of experience 10

Qualifications of the Lead Advisors and team

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<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
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<tbody>
<tr>
<td>Degree qualification in engineering, project management, quantity surveying or similar.</td>
<td>Points 5 – Masters qualification in engineering, project management, quantity surveying or similar Points 3.5 – relevant degree or equivalent</td>
<td>5</td>
</tr>
<tr>
<td>Lead Technical Advisor</td>
<td>Points 5 – Professional engineer with relevant Council Points 3 – Relevant degree or equivalent</td>
<td>5</td>
</tr>
<tr>
<td>Lead Legal Advisor</td>
<td>Points 5 – Admitted attorney Points 3.5 – LLM degree or equivalent Point 1 – LLB, BA Law, BCom Law, B Proc or relevant degree or equivalent</td>
<td>5</td>
</tr>
<tr>
<td>Lead Development Economist - Master’s degree in economics, Social Development, Econometrics or similar</td>
<td>Points 5 – Has relevant Masters’ degree Points 3.5 – Has honours degree or equivalent.</td>
<td>5</td>
</tr>
</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 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 This Bid is subject to the General Conditions of Contract stipulated in this RFP document.  

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

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

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

36.1.4
The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.

| 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 |
| 36.1.6 | In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document. | Comply/Accept | Do not comply/Do not accept |
| 36.1.7 | The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all. | Comply/Accept | Do not comply/Do not accept |
| 36.1.8 | By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands. | Comply/Accept | Do not comply/Do not accept |
| 36.1.9 | Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation. | Comply/Accept | Do not comply/Do not accept |
36.1.10

<table>
<thead>
<tr>
<th><strong>Comply/Accept</strong></th>
<th><strong>Do not comply/Do not accept</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors’ capabilities to meet the requirements specified in the RFP and supporting documents.</td>
<td></td>
</tr>
</tbody>
</table>

36.1.11

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

36.1.12

<table>
<thead>
<tr>
<th><strong>Comply/Accept</strong></th>
<th><strong>Do not comply/Do not accept</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Bidder should not qualify the proposal with own conditions. <strong>Caution</strong>: 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.</td>
<td></td>
</tr>
</tbody>
</table>

36.1.13

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

36.1.14

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


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.

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.

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

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.

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

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.

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

36.1.18

**Bidders who make use of subcontractors:**

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

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. South African 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. Where a bidder is not registered on the CSD, such as international bidders, mandatory information namely, Business Registration, Directorship/Membership/Identity Numbers, Tax Compliance Status, must be submitted with the bid documentation.

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>

| 36.1.22 | If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract. | Comply/Accept | Do not comply/Do not accept |
### 36.1.23

The Bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.  

<table>
<thead>
<tr>
<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.  

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

### 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.  

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

### 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.  

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

### 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.  

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>
The following will be grounds for disqualification:

- Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or
- The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or
- The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or
- The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or
- Bids received after the stipulated closure time will be immediately disqualified; and/or
- Bidders who 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>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

---

Signature(s) of Bidder or assignee(s)  
Name of signing person (in block letters)  
Capacity  
Are you duly authorized to sign this Bid?  
Name of Bidder (in block letters)  
Postal address (in block letters)  
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

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

Mobile Number: ........................................

Email Address: ........................................
1. Introduction

The Gautrain Management Agency (GMA) was established in terms of the Gautrain Management Agency Act of 2006 and listed under Schedule 3 (c) of the Public Finance Management Act as a Provincial Public Entity. The GMA Amendment Act of 2017 empowers the GMA to assist the Gauteng Provincial Member of Executive Council for Public Transport and Roads Infrastructure (“the MEC”), where the MEC has so requested, in performing public transport and rail-related functions. The MEC has, in terms of Section 5 of the GMA Act, assigned to the GMA the responsibility to develop the requisite feasibility studies in terms of Treasury Regulation 16 (PFMA) for the Gautrain System.

The GMA is responsible for the management of the implementation of the Gautrain and the relationship with the concessionaire, Bombela Concession Company (Pty) Ltd (“Bombela”), as well as to enhance the integration of the Gautrain project with other transport services and public transport plans. Bombela entered into a Concession Agreement with the Gauteng Provincial Government for the design, partial finance, construction, operation, and maintenance of the Gautrain.

The GMA has been charged by the MEC with the preparation of two projects:

- **Gautrain 2026** – The current concession ends in March 2026 and the Public Private Partnership (PPP) process as regulated by National Treasury Regulation 16 will be followed to determine the best option for continuing the current Gautrain project.
- **GRRINE** - Phase 1 of the Gauteng Rapid Rail Integrated Network Extensions (GRRINE). The PPP Feasibility Study for the GRRINE is complete and has been submitted to National Treasury to seek Treasury Approval 1. GRRINE is a long-term project sub-divided into 5 separate phases (more details to follow in section 2 below). A decision has been taken to commence with Phase 1 of the GRRINE.

The DBSA and the GMA have signed a Memorandum of Agreement (MoA) where, amongst others, the DBSA will contract on behalf of the GMA a Service Provider for the above purpose. In both the Gautrain 2026 project and the GRRINE project, the long-term sustainability of the Gautrain is underpinned by the benefits arising from unlocking of the economic development potential of these projects and strengthening existing development nodes in Gauteng as well as the continued achievement of B-BBEE, local content and socio-economic targets.

2. Purpose

The purpose of this Request for Proposal (“RFP”) is to procure on behalf of the GMA the services of a suitably qualified and experienced Service Provider to develop a detailed Localisation and Implementation Strategy for both the Gautrain 2026 project and Phase 1 of the Gauteng Rapid Rail Integrated Network Extensions (GRRINE), including the assessment of the local suppliers forming part of the supply chain for the acquisition of designated and identified systems, subsystems, and technology elements.
GAUTRAIN 2026

The Gautrain is an 80 km rapid rail (160km/hr) system with 10 stations and three services, including two General Passenger Services (GPS) and an Airport Service (APS). The Gautrain is a mature PPP being in its 16th year post commercial close in September 2006. Since opening in June 2010 and up to end June 2021, it has carried 126,5 million train passengers and 38,2 million bus passengers with over 98% availability and 99% punctuality as well as to the stringent safety metrics.

The Gautrain is aimed at providing an integrated, innovative public transport service that enables and promotes the long-term sustainable socio-economic growth of Gauteng. It is part of a vision to industrialise and modernise the region, including a commitment towards creating and sustaining an integrated culture of public transport use.

Currently, the concessionaire, Bombela, holds a 19½-year concession for the construction, operation, and maintenance of the Gautrain System. The current Concession Agreement will expire in March 2026.

At the end of the current concession period, a new operating contract must be in place and the Gautrain services must continue uninterrupted. As such the GMA has started work on the Gautrain 2026 Project as a potential PPP. It has complied with all regulatory requirements including registration with the National Treasury and the appointment of a full-time Project Officer.

In May 2021, the GMA issued RFP No. GMA/002/21 pertaining to the appointment of a transaction advisor to conduct the Feasibility Study, Procurement, and hand-over of the current concession to a new operating entity. In August 2021, the GMA appointed the Transaction Advisor team led by Pegasys to undertake activities relating to Gautrain 2026.

The Feasibility Study report of Gautrain 2026 is expected to be completed by 30 December 2022, and thereafter submitted to National Treasury to seek Treasury Approval 1 (TA1) in accordance with Treasury Regulation 16 of the Treasury Regulations. The GMA seeks to enhance the prospects of a successful TA1 application, by undertaking a Localization Study, to ensure compliance with all applicable legislation.

Gauteng Rapid Rail Integrated Network Extensions (GRRINE)

In 2016, the GMA appointed a consortium led by SMEC (Technical), Deloitte (Financial) and Ledwaba Mazwai (Legal) for the development of the Feasibility Study of the GRRINE. Following a submission of the Feasibility Study report to National Treasury as part of the Treasury Approval 1 (the approval of the Feasibility Study), the National Treasury requested the GMA to undertake a localization study for the GRRINE as part of its submission for the application for Treasury Approval.
Figure 1 below provides a schematic picture of Phases 1 – 5 of the GRRINE.

Phase 1 of the GRRINE is a major intervention by the Gauteng Provincial Government to develop a modernised rail based public transport system that is development focused. It is a 31 km extension to the current Gautrain with five new stations and a new maintenance depot.

3. Background

The Localisation Strategy of the Gautrain System (Gautrain 2026 and GRRINE) will be based on the existing policies, regulations and instruction notes prepared by the South African Government in support of economic growth, job creation and transformation in the industrial sector. There are three broad areas where government agencies such as the GMA are expected to contribute in this regard:

- The first is the formal compliance with Broad Based Black Economic Empowerment (BBBEE) policy and legislation.
- The second is in socio-economic development initiatives focused on elements of job creation and transformative economic growth; and
- the third is in meeting targets for expenditure of public funds in terms of the Preferential Procurement Framework Act (PPPFA).

While there are large overlaps between these three areas, the distinction is important in allowing the GMA to develop strategies that achieve regulatory compliance while maximising the impact in the specific passenger rail environment in which it operates.

Thus, BBBEE and socio-economic impact imperatives are clustered into a category known as Gautrain’s Socio -Economic Development (SED) objectives. On the current Gautrain project, these are articulated as contractual provisions which any supplier or service provider must meet and have been disaggregated into 22 SED “elements” ranging from ownership criteria to job creation to training and skills development obligations. (Reference https://gma.gautrain.co.za/development/Pages/sed-achievements.aspx for further details in this regard). The work done to develop and implement SED strategies is not included in this assignment.
A key element is compliance with the PPPFA and the various Instruction Notes issued in terms thereof and this relates to localisation. The Department of Trade, Industry and Competition (the dtic) and the National Treasury have developed the concept of designated sectors where government entities are compelled to set compulsory thresholds for local content in all procurements by that entity.

The GMA localisation strategy thus must be developed to a) ensure compliance with these regulatory requirements, b) be targeted and achievable and c) seek opportunities to expand local content requirements beyond the designated comments where feasible and cost effective in pursuit of the overall industrialisation policy. To achieve this, this assignment is necessary because the GMA needs to understand the supply chains in the designated sectors, how they can be developed and supported while still meeting its own future technology requirements.

This assignment is also necessary to match the GMA’s future requirements for assets and services from local supply chains (demand side support) with what the dtic and its agencies, the Industrial Development Corporation (IDC) and the National Empowerment Fund (NEF) are doing to support the businesses forming part of those supply chains (Supply Side support). An example of this matching of demand and supply side support is the recent Gautrain acquisition of 125 buses from local suppliers who were eligible for investment and technical support grants from the IDC in order to meet the Gautrain requirements. Other Instructions Notes that have been designated are rolling stock, buses, rail permanent way, fare collection systems, ICT, signalling and power systems in the rail sector as targeted sectors.

The Service Provider is also required to review and update the technology requirements for both the Gautrain 2026 and the GRRINE projects, map the local capacity available to service these requirements and then develop a detailed Localisation Strategy to give maximum effect to Government’s localisation strategy as articulated by the Department of Trade Industry and Competition (dtic). The work under this RFP will be done in parallel with the development of the Gautrain 2026 PPP Feasibility Study which is being done in full compliance with Treasury Regulation 16.

Since the commencement of the Operating period, the Gautrain project has contributed more than R15 Billion towards economic development as well sustained approximately 30 000 jobs in total.

The table below provides an indication of the achievements against the obligations set in the Concession Agreement.

---

1 Local Content is defined in the PPPFA as “that portion of the tender price which is not included in the imported content, provided that local manufacture does take place”


## SED PERFORMANCE:
Operating Period up to DECEMBER 2020:

<table>
<thead>
<tr>
<th>SED ELEMENT</th>
<th>Description</th>
<th>UNIT</th>
<th>Obligation</th>
<th>Achievement</th>
<th>Verified%</th>
<th>% Achievement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Black Equity participation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SED01</td>
<td>Shares held by BEs/ Black Persons in BCC</td>
<td>%</td>
<td>25,00%</td>
<td>47,91%</td>
<td>191%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shares held by BEs/ Black Persons in BOC</td>
<td>%</td>
<td>25,10%</td>
<td>30,24%</td>
<td>120%</td>
<td></td>
</tr>
<tr>
<td>SED02</td>
<td>Shares held by Black Women in BCC</td>
<td>%</td>
<td>3,75%</td>
<td>12,90%</td>
<td>344%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shares held by Black Women in BOC</td>
<td>%</td>
<td>3,75%</td>
<td>7,07%</td>
<td>189%</td>
<td></td>
</tr>
<tr>
<td><strong>Procurement and sub-contracting</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SED03</td>
<td>Procurement from BEs/ Black Persons</td>
<td>R'000</td>
<td>505 069,060</td>
<td>1 009 455,816</td>
<td>200%</td>
<td></td>
</tr>
<tr>
<td>SED04</td>
<td>Sub-contracting to BE</td>
<td>R'000</td>
<td>1 504 568,671</td>
<td>3 803 873,747</td>
<td>253%</td>
<td></td>
</tr>
<tr>
<td>SED05</td>
<td>Procurement and sub-contracting to New BE</td>
<td>R'000</td>
<td>1 576 673,261</td>
<td>3 443 736,663</td>
<td>218%</td>
<td></td>
</tr>
<tr>
<td>SED06</td>
<td>Procurement and sub-contracting expenditure to SMMEs</td>
<td>R'000</td>
<td>311 156,689</td>
<td>497 417,586</td>
<td>160%</td>
<td></td>
</tr>
<tr>
<td><strong>Local content</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SED08</td>
<td>Employment of Local People</td>
<td>Jobs</td>
<td>11 227,667</td>
<td>14 384,914</td>
<td>128%</td>
<td></td>
</tr>
<tr>
<td>SED09</td>
<td>Procurement of South African Materials</td>
<td>R'000</td>
<td>704 313,452</td>
<td>4 089 504,093</td>
<td>581%</td>
<td></td>
</tr>
<tr>
<td>SED10</td>
<td>Procurement of South African Plant &amp; Equipment</td>
<td>R'000</td>
<td>299 468,470</td>
<td>327 229,618</td>
<td>109%</td>
<td></td>
</tr>
<tr>
<td><strong>Participation by SPG</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SED11</td>
<td>HDI staff seconded by SPG</td>
<td>Jobs</td>
<td>0</td>
<td>0</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>SED12</td>
<td>Expenditure by SPG on Plant &amp; Equipment</td>
<td>R'000</td>
<td>0</td>
<td>0</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>SED13</td>
<td>Procurement from, or Sub-contracting to SPG</td>
<td>R'000</td>
<td>0</td>
<td>0</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td><strong>Participation in management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EEP01</td>
<td>HDIs in Management Positions</td>
<td>Jobs</td>
<td>238</td>
<td>500</td>
<td>211%</td>
<td></td>
</tr>
<tr>
<td>EEP02</td>
<td>Women in Management Positions</td>
<td>Jobs</td>
<td>111</td>
<td>279</td>
<td>250%</td>
<td></td>
</tr>
<tr>
<td>EEP07</td>
<td>HDIs in Occupational Level C</td>
<td>Jobs</td>
<td>409</td>
<td>2 401</td>
<td>587%</td>
<td></td>
</tr>
<tr>
<td><strong>Direct employment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EEP03</td>
<td>HDIs employed</td>
<td>Jobs</td>
<td>8 022</td>
<td>13 410</td>
<td>167%</td>
<td></td>
</tr>
<tr>
<td>EEP04</td>
<td>Women employed</td>
<td>Jobs</td>
<td>2 899</td>
<td>4 063</td>
<td>140%</td>
<td></td>
</tr>
<tr>
<td>EEP05</td>
<td>People with Disabilities employed</td>
<td>Jobs</td>
<td>170</td>
<td>195</td>
<td>115%</td>
<td></td>
</tr>
</tbody>
</table>
4. **Scope of work**

The DBSA requires the Service Provider to deliver two outputs:

**Work Package 1 – Localisation Strategy for Gautrain 2026**

A detailed Localisation strategy that is implementable as part of the Gautrain 2026 project. Should the relevant Treasury grant the required approvals, the GMA intends commencing with the procurement stage of the project. The Localisation Strategy must be included in these tender documents and must be detailed to the extent that potential bidders can access specific sources of local manufacturing capacity as part of their proposals.

The Gautrain 2026 Localization Strategy will have two Phases:

1. **Phase 1** - Development of the Localization Strategy, during the Feasibility Study Phase, to be submitted to National Treasury to seek Treasury Approval 1; and
2. **Phase 2** – the implementation of the approved Strategy, will be dependent on National Treasury granting the requisite Treasury Approval 1.

**Work Package 2 – Localization Strategy for the GRRINE**

A Localisation Strategy for Phase 1 of the GRRINE that builds on the work on localisation completed as part of the initial PPP Feasibility Study for the GRRINE. This Work Package 2 will have only Phase 1 i.e., the development of a Localization Strategy and will not require involvement in the implementation thereof.

The above scope of services must be executed as two separate exercises so that specific purposes and timings of outputs can be managed appropriately.

**Work Package 1: Phase 1: Gautrain 2026 Localisation Strategy**

a) **Task 1: Technology and Asset Needs Analysis**

This task requires the Service Provider to become familiar with:

- The current Gautrain Asset Register and asset reports at a level of type and condition of assets.
- Proposed increases and changes to the Gautrain assets to address capacity, obsolescence risks and technology development.
- Studies on local capacity in the stock manufacture and maintenance carried out by the GMA between 2015 and 2019.
- Concessionaire Socio Economic Development Reports to identify current areas of localisation and spend on the Gautrain project.

The Service Provider must then develop a technology needs analysis for key asset classes, being the Rolling Stock, Buses and Midi Buses, ICT, Power Traction and Power Supply Systems, Automated Fare Collection Systems and Signalling Systems. This Needs Analysis Report must cover at least a fifteen-year period of migration from the current assets to assets that have the best combination of utility, avoidance of obsolescence, capital and maintenance costs and potential for localisation.

**Deliverable: Technology and Asset Needs Analysis Report**

b) **Task 2: Interaction with GMA and Transaction Advisors**

The development of the Strategy requires very close and well-structured engagements with the Transaction Advisors appointed by the GMA for the Gautrain 2026 PPP Feasibility study. In this regard, the graphic below shows the high-level project timeline for the Post 2026 PPP Project.
The Transaction Advisors (Pegasys Consortium) appointed by the GMA for the Gautrain 2026 Project are tasked with achieving Treasury Approvals in terms of Treasury Regulation 16. They must complete a very comprehensive feasibility study to achieve the first approval (TA1). Part of their scope of work is as follows:

i. **Develop a full economic Cost-Benefit Analysis in accordance with the National Treasury guidelines and establish a full Socio Economic Development (SED) approach to the implementation of the project with a rational basis for allocating preferential points in the procurement and the setting of thresholds (if applicable) for the achievement of SED targets, which must include local content, ownership by South African Citizens, BBBEE elements, job creation, preferential procurement, skills development, enterprise development and others in accordance with applicable national and provincial policies.** Given the high
potential impact of these targets on the price paid for the project, each target and threshold must be carefully set in full financial and economic impact terms.

ii. Develop a local content strategy especially focused on rail sector such as supporting local rolling stock manufacture.

iii. Produce an ownership structure for a possible concession that maximises local ownership and BBBEE.

iv. Advise on BBBEE and socio-economic considerations and local content requirements (as part of the legal workstream).

Although sufficient for the purposes of completing the feasibility study, this work will not be to the level of detail required from the Transaction Advisor appointed by the GMA for the Gautrain 2026 Project. It also does not include stakeholder engagement and the matching of the demand side opportunities with supply side interventions by (for example) the IDC.

However, the work by the Service Provider and the Transaction Advisor must be closely coordinated and integrated and the Service Provider is required to work closely with the Transaction Advisor as well as other stakeholders to create the detailed localisation strategy for the Project and then implement it through the GMA and the Transaction Advisors.

This task will run from Phase 1 to the end of Phase 2. It requires an ongoing and well-structured interaction with the Transaction Advisor (Pegasys Consortium) and the GMA to collect outputs from the Gautrain 2026 PPP Feasibility Study as it is being developed and providing input to the Transaction advisors in terms of the Technology and Asset Needs Analysis Report. This will inform the financial model, the economic model, the SED and B-BBEE sections of the various models so that the overall feasibility study reflects the needs analysis determined by the Service Provider. Aspects of the Task include:

- Liaising with the Transaction Advisors on future asset and technology requirements.
- Reviews of the Needs and Options Analysis from a localisation perspective
- Providing input into and reviews of the project risks assessments and models
- Providing input into the updating of the Feasibility Study with any changes to the background, assumptions, inputs, financial model, forex scenarios, and outcomes of the viability and bankability of the project

The Task 2 Outputs will be regular Project Engagement and Information Exchange Reports recording the flow of information between Service Provider, GMA, and Transaction Advisors.

Deliverable: The Service Provider is required to provide a Memorandum of Advice to the GMA and records of engagement with the Transaction Advisor. The Transaction Advisor remains responsible for own output as per its contract with the GMA. The inputs, comments and reviews will be undertaken by the Service Provider.

c) Task 3: Local Capacity Analysis

The Service Provider must determine local content manufacturing and support capacity for the identified technology and asset elements from the Needs Analysis.

The capacity must be determined at Tier 1, 2 and 3 component level and must:

- Identify system critical components
- Consider cross Industry synergies
- Identify intrinsic complexity of components
- Assess the capacity of companies that have existing presence in South Africa to produce the identified technology and asset elements based on skills, equipment available and production lines at hand
- Determine viable quantities (demand)
- Include supplier/ manufacturer identification and capabilities
- Identify township economy support initiatives
- Determine local content opportunities through the value chain
- Determine the percentage localisation from above steps
• Determine local content premiums using best practise methodologies
• Identify areas of limited competition and risk mitigations thereto

The Service Provider will be expected to develop its own methodology, but this must include a combination of desk top analysis and live market research and verification. Similar projects in the rail sector must be benchmarked. The Service Provider must establish a market engagement strategy as well as a stakeholder engagement strategy to ensure a full understanding of all supply chains and localisation opportunities for the identified technologies.


d) Task 4: Localisation Policy and Regulatory Compliance Review

The Service Provider must carry out a comprehensive due diligence on all policy and regularity requirements related to the localisation and economic development expected from the Project. An assessment of compliance will be required highlighting areas on potential non-compliance with explicit risk mitigation measures in all such cases

The Service Provider will be expected to engage with regulatory authorities in this regard to ensure that the information gathered is up to date and relevant.

Deliverable: Compliance Review Report setting out the inputs and assumptions given to the Transaction Advisors and reasons for these.

e) Task 5: Matching Localisation Demand with Supply Support Initiatives

The Service Provider will, together with GMA, engage with a range of public and private entities engaged in supply side support initiatives including supplier development initiatives, financing support initiatives and subsidy type support initiatives. The purpose of the engagements is to develop a matching of project demand with supply support in a way that makes the procurement of assets and systems as cost effective as possible.

Deliverable: A Summary Report setting out supplier support initiatives matched with asset types so that these can be included in Phase 2 procurement documents.

f) Task 6: Localisation Strategy

This requires the Service Provider to develop a detailed Localisation Strategy for the Gautrain 2026 Project. This Strategy must include:

• The Technology and Asset requirements to suit the Post 2026 Gautrain project’s needs.
• Local Content potential from a quantitative and qualitative perspective.
• Economic Development targets and thresholds for these elements for use in feasibility study modelling and procurement documents.
• Compliance assurance from the Due Diligence.
• A full understanding of all supply chains and localisation opportunities for the identified technologies.
• Comprehensive and accurate goods/service specification to be used for input in the sourcing/procurement strategy.
• Analysis and grouping of the identified technology elements and filtered into locally contracted items.
• Local content and Socio-economic development opportunities identified.
• A comprehensive Procurement Strategy that defines and guides the remainder of the sourcing activities (includes high level evaluation criteria)
• Communication extended to all interested parties and suppliers identified as part of the study to ensure that Local Content and ED objectives as well as all technical requirements set out in the procurement strategy can be achieved.

The Deliverable for Task 6 is the Gautrain 2026 Localisation Strategy Report.
Work Package 1: Phase 2: Implementation of the proposed strategy for Gautrain 2026

Following the completion of the Localization Strategy Report and approval of the Gautrain 2026 PPP Feasibility Study Report by the National Treasury, the Service Provider is expected to undertake the following services as part of Phase 2 of Work Package 1:

- Task 1: Development of ED and BBBEE targets and thresholds for implementation of the Localisation Strategy;
- Task 2: Development of Supplier Support information to be given to bidders for the Gautrain 2026 Project;
- Task 3: Development of evaluation methodologies for assessment of bidder responses to the Localisation Strategy (RFQ and RFP);
- Task 4: Providing input into Bidder queries during the project procurement phase (RFQ and RFP);
- Task 5: Assisting the GMA in the evaluation of bids (RFQ and RFP), to the extent these relates to the scope of this assignment.

Work Package 2: Phase 1: GRRINE Localisation Strategy

The purpose of this work is to extend the localisation strategies developed for the GRRINE Phase 1 Feasibility Study into a realistic localisation strategy by extrapolating the work done on the Gautrain 2026 Gautrain Localisation Strategy. The Service Provider will be expected to deliver the localisation strategy in the same manner as for the Gautrain 2026 Project set out above and using the same methodology. The difference will be the level of detail and information available given that the GRRINE Project is at a less advanced stage and reliance will be placed on the Feasibility Study.

The Deliverables for these Tasks are as for Tasks 1 to 6 of the Gautrain 2026 study above.

Table below highlights a summary of the Outputs for each of the Gautrain 2026 and GRRINE projects:

<table>
<thead>
<tr>
<th>Phase 1: Tasks</th>
<th>Gautrain 2026</th>
<th>GRRINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Needs Analysis and Technology Report</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Engagement with Gautrain 2026 Transaction Advisor</td>
<td>x</td>
<td>N/A</td>
</tr>
<tr>
<td>Local Capacity Analysis Report</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Localization Policy and Regulatory Review</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Matching Localization Demand and Supply Support Initiatives</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Detailed Localization Strategy</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 2: Tasks</th>
<th>Gautrain 2026</th>
<th>GRRINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of ED and BEE targets and thresholds</td>
<td>x</td>
<td>N/A</td>
</tr>
<tr>
<td>Development of Supplier Support Information</td>
<td>x</td>
<td>N/A</td>
</tr>
<tr>
<td>Development of Evaluation Methodologies (RFQ &amp; RFP)</td>
<td>x</td>
<td>N/A</td>
</tr>
<tr>
<td>Providing inputs on Bidder Queries (RFQ &amp; RFP)</td>
<td>x</td>
<td>N/A</td>
</tr>
<tr>
<td>RFQ and RFP Bid Evaluation</td>
<td>x</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Contract Term

The DBSA intends to conclude a contract for a period of 12 - 15 months for both assignments. The Gautrain 2026 Localisation Strategy (both Phases) must be aligned with the Gautrain 2026 Project Programme.

Information and Data to be Supplied to Successful Bidder

The following information will be provided to the Service Provider.

- GRRINE Phase 1 Feasibility Study.
- Localisation Studies for GRRINE and Gautrain Additional Rolling Stock
- Gautrain Post 2026 Needs Analysis Report
- Studies and information relating to the Gautrain technology mapping

During the assignment, access will be given to the various components of the Gautrain 2026 Feasibility Study as prepared by the Transaction Advisors. These will be made available as and when they become available.

REMUNERATION AND MANAGEMENT

Pricing proposal

Prospective Service Providers are required to provide a fixed fee for a duration of 20 months from bid submission date, for Gautrain 2026 Phases 1 & 2 and GRRINE Phase 1 only. No escalation or CPIX or similar inflationary adjustments will be accommodated until this period has been exhausted. The fixed fee must include any tools, resources, and special equipment required to execute the scope of services as per the requirements articulated in this RFP.

A disbursement allowance up to a maximum of 5% should be provided as part of the total bid price of each phase of the project, which will include claims for the following:

- Airfare, where applicable, to be calculated at economy class rates;
- Car rental (class B);
- private car usage will be reimbursed according to DBSA travelling rates; and
- accommodation, where applicable, will be based on a 4-star hotel or Guest house with Bed & Breakfast, subject to the limit of the government daily rate of R1440.

All claims for travel and other legitimate disbursement expenditure must be pre-approved by the DBSA before they are incurred. All receipts are to be safely kept by the Service Provider.

**Note:** The allowance for disbursement provision will **not** be considered as part of the bidders’ price for the purpose of selecting the preferred bidder for the project. Price evaluation will be based on the total fee excl. disbursement allowance and excl. VAT (see tables below).

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 VAT*; and
  - not subject to currency exchange fluctuations.

*All VAT is to be included separately in a specific "VAT" line item.*
The Fee proposal shall be provided in accordance with the Table below:

### Phase 1 – Development of the Detailed Localization Strategy for Gautrain 2026

<table>
<thead>
<tr>
<th>Phase 1: Tasks</th>
<th>Gau 2026</th>
</tr>
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<tbody>
<tr>
<td>Needs Analysis and Technology Report</td>
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<tr>
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<tr>
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<tr>
<td>Matching Localization Demand and Supply Support Initiatives</td>
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<tr>
<td>Detailed Localization Strategy</td>
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<tr>
<td><strong>TOTAL Fee:</strong></td>
<td>XXX</td>
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<tr>
<td>VAT @ 15%</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>XXX</td>
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</tbody>
</table>

### Phase 1 – Development of the Detailed Localization Strategy for GRRINE

<table>
<thead>
<tr>
<th>Phase 1: Tasks</th>
<th>GRRINE</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>XXX</td>
</tr>
</tbody>
</table>

### Phase 2 – Assist with the implementation of the Localization Strategy for Gautrain 2026 during the Procurement Phase of the PPP project

<table>
<thead>
<tr>
<th>Phase 2: Tasks</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of ED and BEE targets and thresholds</td>
<td>XXX</td>
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<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>XXX</td>
</tr>
</tbody>
</table>

**Remuneration schedule**

Remuneration of the consultant will be in South African Rands, on a FIXED PRICE, on completion and approval of the deliverables of the Tasks as priced in the table above.
Disbursements

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

NOTE:

i. Terms of payment shall be agreed during the conclusion of the Professional Services Contract 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.
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:

RFP220/2022: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A LOCALIZATION AND IMPLEMENTATION STRATEGY FOR THE GAUTRAIN SYSTEM

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 / personal numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.
2.7 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>
<tr>
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</tr>
</tbody>
</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 <em>audi alteram partem</em> 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>Yes</td>
<td>No</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>Yes</td>
<td>No</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>Yes</td>
<td>No</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>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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</tbody>
</table>
Annexure D

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 E

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

Bidders who 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 G

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

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

[General Conditions of Contract]

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?</td>
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</table>

Where prospective bidders are not familiar with the General Conditions of Contract with National Treasury, the same would be provided upon appointment. The DBSA's standard Professional Services Contract for services will be issued to the Preferred Bidder upon appointment.
Annexure I

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 J – 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.
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
Labor Organisation² (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: ___________________________