

## REQUEST FOR PROPOSALS

<p><b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b></p>	
<b>BID NUMBER:</b>	RFP336/2022
<b>COMPULSORY BRIEFING SESSION DETAILS:</b>	<p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>Link: <a href="#">Click here to join the meeting</a></p> <p>14 November 2022 @11H00 (Johannesburg time)</p>
<b>CLOSING DATE:</b>	30 November 2022 @ 23:55 (Johannesburg time)
<b>CLOSING TIME:</b>	23H55 (Midnight)
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	Non-Revenue Water Programme Design
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Bidders are required to submit written requests for clarification via e-mail to <a href="mailto:lihleSCM@dbsa.org">lihleSCM@dbsa.org</a> <b>ONLY</b>, quoting the RFP Number on the subject of the e-mail.</li> <li>➤ Written requests for clarification will be considered up to and including <b>25 November 2022 17:00</b> Johannesburg time. Requests received after this date may not be attended to.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidders interested in this tender</b></p> <p><b>Closing date of this RFP336/2022 is 30 November 2022 before 23:55.</b></p> <p><b>No physical bids will be received or accepted at the DBSA offices</b></p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	

<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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

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

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**PART A  
INVITATION TO BID**

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

BID NUMBER: **RFP336/2022**

DESCRIPTION: **Non-Revenue Water Programme Design**

COMPULSORY BRIEFING: **14 November 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](mailto:lihleSCM@dbsa.org) by latest on **25 November 2022** at 17:00 prior to expiry of the deadline for submission.

CLOSING DATE: **30 November 2022**

CLOSING TIME: **23H55**

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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.

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>				
<b>POSTAL ADDRESS:</b>				
<b>STREET ADDRESS:</b>				
<b>CONTACT PERSON (FULL NAME):</b>				
<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>IF YES, WHO ISSUED THE CERTIFICATE?</b>				
<b>REGISTERED WITH THE NATIONAL TREASURY CSD</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>CSD REGISTRATION NUMBER</b>				
<b>TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS</b>				

<b>1..1.1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]
<b>1..1.2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
<b>1..1.3</b> SIGNATURE OF BIDDER	.....
<b>1..1.4</b> DATE	
<b>1..1.5</b> FULL NAME OF AUTHORISED REPRESENTATIVE	
<b>1..1.6</b> 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**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</p> <p>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.</p> <p>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.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.</p> <p>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.</p> <p>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.</p> <p>2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p>

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

### **PART C**

#### **CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS**

**Please adhere to the following instructions**

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

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

**YES      NO**

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

## 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.
- 1.17 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 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](mailto:lihleSCM@dbsa.org)

No questions will be answered telephonically.

#### 4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

<b>Activity</b>	<b>Date</b>
Advertisement of tender	08 November 2022
RFP document available	08 November 2022
<b>Link requests</b>	25 November 2022
Closing date for tender enquiries	25 November 2022
Queries responses to be provided by	26 November 2022
<b>Closing date and time</b>	30 November 2022
Intended completion of evaluation of tenders	TBC
Intended formal notification of successful Bidder(s)	TBC
Signing of Service Level Agreement	TBC
Effective date	TBC

#### 5. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **14 November 2022** - Tender briefing will be done online via Microsoft teams.

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

Time: 11H00 AM Johannesburg time (**Microsoft Teams**)

CLOSING DATE: **30 November 2022**

CLOSING TIME: 23H55

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

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:

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

## **7. STATUS OF REQUEST FOR PROPOSAL**

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

## **8. ACCURACY OF REQUEST FOR PROPOSAL**

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

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

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

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

## **10. REPRESENTATIONS**

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

## **11. CONFIDENTIALITY**

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

## **12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

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

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

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

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

12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, 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](mailto: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 GTAI.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box or online; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five)



working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

## **19. BIDDER'S RESPONSIBILITIES**

19.1 Bidders are responsible for:

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

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

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

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

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

## **20. PREPARATION OF BIDS**

20.1 Bidders must ensure that:

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

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

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

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 21.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

## **22. OBLIGATION TO NOTIFY ERRORS**

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

## **23. RESPONSIBILITY FOR BIDDING COSTS**

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

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

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

24.1.1 as required by law;

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

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

## **25. USE OF BIDS**

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

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

## **26. BID ACCEPTANCE**

All Bids received must remain open for acceptance for a minimum period of 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.**

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

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
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 & tax compliant to do business with the DBSA. For the avoidance of doubt, international bidders with no footprint in South Africa, are not	7 Working days	Y

	required to be registered on the CSD, however, should provide proof of tax compliance in their country of domicile.				
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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

### EVALUATION CRITERIA

Bidders are requested to structure their bids/technical response according to the categories outlined

Bidders are requested to structure their bids/technical response according to the categories outlined

Functionality	Evidence	Scoring	Weighting
<p><b>1. Programme design experience and track record of the firm/company/consortium</b> Knowledge and professional experience in the design of infrastructure programmes of this nature and as outlined in this Terms of Reference</p>	Specific details of knowledge and experience (role and responsibility, projects, number of years, etc.) in the required fields of expertise evidenced by way of reference letters, programme profiles and client contact details.	<ul style="list-style-type: none"> <li>• Excellent: 3 programmes = 15</li> <li>• Good: 2 programmes = 10</li> <li>• Poor: 1 programme = 5</li> <li>• No relevant experience outlined = 0</li> </ul>	15
<p><b>2. Technical design experience and track record of the firm/company/consortium</b> Knowledge and professional experience in the areas of non-revenue water, water conservation and demand management and cost recovery, climate change, social and environmental aspects in relation to the scope of work as outlined in this Terms of Reference</p>	Synopsis of projects that the firm and/or team has worked on relevant to the Scope of Work and the nature of this assignment	<ul style="list-style-type: none"> <li>• Excellent: 8 or more projects= 15</li> <li>• Good: 5-7 projects = 12</li> <li>• Adequate: 4 projects = 10</li> <li>• Poor: 3 or less projects = 5</li> <li>• No relevant experience outlined = 0</li> </ul>	15
<p><b>3. Approach and methodology</b> Detailed explanation and exposition of the approach and methodology that will be followed to meet the requirements of this assignment. To include an understanding of the scope of work and detailed and customised work plan</p>	Provide detailed method statement, approach and methodology (incl understanding of the scope of work and work plan). Minimum of 5-page approach paper duly signed	<p>Qualitative assessment of the proposed approach</p> <ul style="list-style-type: none"> <li>• Excellent: The approach and methodology provided is detailed and customised to address the specific requirements of this assignment. Aspects are addressed in an innovative and efficient way, indicating that the Tenderer has</li> </ul>	30

	and dated by the Tenderer	<p>outstanding knowledge of the scope of work and also included a detailed and customised work plan.= 30</p> <ul style="list-style-type: none"> <li>• Good: The approach and methodology provided is addressing the specific requirements of this assignment. The Tenderer has good knowledge of the scope of work and also included a detailed work plan.= 20</li> <li>• Poor: The approach and methodology provided is generic and not tailored for the specific requirements of this assignment = 15</li> <li>• No approach and methodology provided = 0</li> </ul>	
<p><b>4. Skills, experience and qualifications</b></p> <p>Appropriate skills, experience and qualifications of individuals relevant to the Terms of Reference. Bidder should only include information of the actual team members that will work on this assignment</p>	Demonstrate knowledge-base via resource/s profile. Detailed qualification and experience in this area to be provided.		
<p>4.1 Team Lead:</p> <ul style="list-style-type: none"> <li>•A university degree in civil engineering</li> <li>•A professional with 10 years' experience in leading multi-disciplinary teams on complex assignments</li> <li>•A PMP qualification will be an added advantage</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 10 or more years' experience in the relevant field = 7.5</li> <li>• 7 – 9 years' experience in the relevant field = 5</li> <li>• 4 – 6 years' experience in the relevant field = 4</li> <li>• Less than 4 years = 0</li> </ul>	7.5
<p>4.2 Technical expert/specialist</p> <ul style="list-style-type: none"> <li>• A university degree in civil engineering</li> <li>• A professional civil engineer with 10 years relevant experience in the planning, design, costing and implementation of NRW interventions in municipal water infrastructure to lead the technical elements of the programme design work</li> <li>• Experience in acting as a lead for this workstream</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 10 or more years' experience in the relevant field = 7.5</li> <li>• 7 – 9 years' experience in the relevant field = 5</li> <li>• 4 – 6 years' experience in the relevant field = 4</li> <li>• Less than 4 years = 0</li> </ul>	7.5
<p>4.3 Financial expert/specialist</p> <ul style="list-style-type: none"> <li>• A university degree in finance or related fields</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and</li> </ul>	<ul style="list-style-type: none"> <li>• 10 or more years' experience in the relevant field = 5</li> </ul>	5

<ul style="list-style-type: none"> <li>• A financing specialist with 10 years relevant experience in municipal financial instruments</li> <li>• Experience in blended finance structures and alternative funding structures and solutions</li> <li>• Financial modelling experience</li> <li>• Experience in acting as a lead for this workstream</li> </ul>	<p>professional registration of the proposed candidate.</p>	<ul style="list-style-type: none"> <li>• 7 – 9 years’ experience in the relevant field = 3</li> <li>• 4 – 6 years’ experience in the relevant field = 2</li> <li>• Less than 4 years = 0</li> </ul>	
<p>4.4 Institutional / programme design expert/specialist</p> <ul style="list-style-type: none"> <li>• A university degree commerce or finance or related fields</li> <li>• An institutional / programme design specialist with 10 years relevant experience in institutional design</li> <li>• Experience in the design and establishment of PMOs or similar structures</li> <li>• Experience in acting as a lead for this workstream</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 10 or more years’ experience in the relevant field = 5</li> <li>• 7 – 9 years’ experience in the relevant field = 3</li> <li>• 4 – 6 years’ experience in the relevant field = 2</li> <li>• Less than 4 years = 0</li> </ul>	5
<p>4.5 Environmental and social expert/specialist</p> <ul style="list-style-type: none"> <li>• The environmental expert shall have a university degree in environment/ climate change or related disciplines</li> <li>• The environmental expert shall have 5 years of experience in the water sector, especially in providing environmental impact assessment per the South African legislation and international standards, identifying risks and mitigation measures for water losses ‘ demand management / revenue collection</li> <li>• The social expert shall have a university degree in social sciences or related disciplines</li> <li>• The social expert shall have 5 years of experience in South Africa, including public consultation in the local context.</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 5 or more years’ experience in the relevant field = 2.5</li> <li>• 3 - 4 years’ experience in the relevant field = 1.5</li> <li>• 2 years’ experience in the relevant field = 1</li> <li>• Less than 2 years = 0</li> </ul>	2.5
<p>4.6 Economics expert/specialist</p> <ul style="list-style-type: none"> <li>• A university degree in economics or related fields</li> <li>• An economics specialist with 10 years relevant experience in economics</li> <li>• Demonstrated experience in conducting socio-economic assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 10 or more years’ experience in the relevant field = 2.5</li> <li>• 7 – 9 years’ experience in the relevant field = 1.5</li> <li>• 4 – 6 years’ experience in the relevant field = 1</li> <li>• Less than 4 years = 0</li> </ul>	2.5



<ul style="list-style-type: none"> <li>• Demonstrated experience in conducting cost benefit analysis</li> <li>• Experience in acting as a lead for this workstream</li> </ul>			
<p>4.7 Legal expert/specialist</p> <ul style="list-style-type: none"> <li>• A university degree in law</li> <li>• A law practitioner with 10 years relevant experience in the municipal law and water sector law</li> <li>• Demonstrated experience in drafting legal and procurement documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 10 or more years' experience in the relevant field = 2.5</li> <li>• 7 – 9 years' experience in the relevant field = 1.5</li> <li>• 4 – 6 years' experience in the relevant field = 1</li> <li>• Less than 4 years = 0</li> </ul>	2.5
<p>4.8 Risk expert/specialist</p> <ul style="list-style-type: none"> <li>• A university degree in finance or related fields</li> <li>• A risk management specialist with 5 years relevant experience in the identification, management and mitigation of programme related risks</li> </ul>	<ul style="list-style-type: none"> <li>• Attach a CV and proof of qualifications and professional registration of the proposed candidate.</li> </ul>	<ul style="list-style-type: none"> <li>• 5 or more years' experience in the relevant field = 2.5</li> <li>• 3 - 4 years' experience in the relevant field = 1.5</li> <li>• 2 years' experience in the relevant field = 1</li> <li>• Less than 2 years = 0</li> </ul>	2.5
<p>4.9 Support team experience (technical, administrative, finance, legal, environmental, social and institutional)</p>	<p>Attach a CV and proof of qualifications and professional registration of the proposed candidate.</p>	<p>Qualitative assessment for the rest of the project team members</p> <ul style="list-style-type: none"> <li>• Extensive relevant experience = 5</li> <li>• Adequate relevant experience = 3</li> <li>• Insufficient relevant experience = 0</li> </ul>	5
<b>TOTAL</b>			<b>100</b>
<b>Threshold</b>			<b>70</b>

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.8

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

## 36.1.9

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

## 36.1.10

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.11

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

## 36.1.12

The Bidder should not qualify the proposal with own conditions. <b>Caution:</b> 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.13

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	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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.		
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36.1.14

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

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.18

<b>Bidders who make use of subcontractors:</b>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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 BBEE 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.		



## 36.1.19

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

## 36.1.20

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.21

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.22

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

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

36.1.27

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

36.1.28

<p><b>The following will be grounds for disqualification:</b></p> <ul style="list-style-type: none"> <li>Unsatisfactory performance under a previous public contract in the past 5 years, provided that</li> </ul>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> <li>• The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or</li> <li>• The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or</li> <li>• 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</li> <li>• Bids received after the stipulated closure time will be immediately disqualified; and/or</li> <li>• 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.</li> </ul>		
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Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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

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

Mobile Number: .....

Email Address.....

## PART E

### SOUTH AFRICA NATIONAL MUNICIPAL NON-REVENUE WATER PROGRAMME

#### Programme Design Terms of Reference

## I. BACKGROUND

Water scarcity, driven by changing rainfall patterns, rising population, environmental degradation, insufficient water infrastructure investment and maintenance, and inefficient water use, is an increasingly urgent issue facing South Africa. Water shortages, evidenced by droughts and 'day zeros' across a number of areas, have negatively affected both quality of life and economic growth. Should demand continue to grow at current levels, a 17% deficit between water supply and demand is expected by 2030 (National Water and Sanitation Master Plan, 2018) ("NWSMP").

The NWSMP states that 41% of municipal water does not generate revenue and that over 35% is lost through leakage (Real Losses), which roughly translates into 1 660 million per annum or R9.9billion in lost potential revenue each year.

Apart from the high percentage of Real Losses experienced by municipalities, the operation and maintenance of reticulation and metering infrastructure have been neglected in most municipalities to a point where required information to develop a reliable municipal water balance (as per the International Water Association, IWA) has become unquantifiable.

The dilemma that a typical municipality now faces is how to evaluate a Water Conservation and Water Demand Management ("WCWDM") project to reduce Real Losses and motivate the required capital investment if the quantum of the Real Losses is unknown or at the very least highly uncertain.

Energy consumption in the provision of water services can be a substantial component of a service provider's operating costs – often between 30 and 50%. International experience shows that cost reductions of between 20-40% are feasible by improved energy efficiency interventions with simple payback periods of 4-5 years or less. At the same time wastewater services consume significant amounts of energy but they can also produce energy from gasses generated in the treatment process.

Taken together both the water and the wastewater service provision provide opportunities to reduce net energy consumption in the sector. With recent large increases in energy prices the opportunities are greater now than they have ever been. The possibility of mobilizing grants for overall reductions in greenhouse gas emissions makes attention to energy consumption and production a key focus for improving the financial position of service providers in RSA.

Growing awareness of the issues described above and a drive to (financially) turn-around municipalities have placed renewed focus on the refurbishment and upgrading of water distribution and reticulation infrastructure as per the National Development Plan-Vision 2030 and NWSMP.

While work has been undertaken related to non-revenue water (NRW) among public sector agencies, development partners and others, a more comprehensive effort is warranted that can scale up interventions to stem water losses across municipalities in the country.

A programmatic approach is proposed to address NRW reduction efforts in an integrated and holistic manner in South African municipalities. An integrated National Programme focusing on water conservation, enhanced cost recovery (“CR”) and demand management will have a significant impact on the financial wellbeing of South African municipalities, lead to improved service delivery and result in the saving of a valuable and scarce resource. Such a Programme will assist with the identification, preparation, financing and implementation of WCWDM and CR Programmes in South African municipalities. The Programme will be founded on the following five pillars: (i) Technical; (ii) Financial; (iii) Institutional and legal; (iv) Social; and (v) Environmental.

The DBSA is further seeking an expert advisor to help develop a standardized approach to energy efficiency in the water and wastewater sectors. The advisor would be expected to address the challenge in a holistic manner setting out strategy at one end of the spectrum, preparing standard materials for design and contracting purposes, and overseeing implementation.

The Programme will comprise of (i) the establishment and operationalization of a National NRW Programme as a sub-programme under the National Water Partnerships Programme (NWPP) and benefit from the Water Partnerships Office (“WPO”) and (ii) the formulation and design of funding options to implement WCWDM projects and programmes in municipalities. The funding options will include balance sheet funding options, funding options based on performance-based contract (“PBC”) models and other appropriate blended finance solutions.

The DBSA, as managing agent of the Water Partnerships Office, is intending to procure the services of a consulting firm / advisor (or a consortium of consulting firms/advisors) to design the Municipal NRW Programme (“the Programme”). This terms of reference describes the different areas and aspects that are to be considered as part of the design, including technical, financial, institutional, environment and social aspects and the consultation process that will need to be carried out as part of this assignment.

The design of this programme is to involve inputs and recommendations from the South African Local Government Association (SALGA), the Department of Water and Sanitation, National Treasury, the Department of Cooperative Governance and Traditional Affairs and Municipal Infrastructure Support Agent (MISA).

The detailed scope of work for the activities listed above is provided below.

### **III. SCOPE OF WORK**

The Programme Design activities will include the following:

#### **A. TECHNICAL**

##### **1. Detailed market study**

- a) Determine potential and need for the Programme, including a high-level assessment based on existing information of potential loss reductions and cost savings, estimated economic benefits, investments required, and potential payback periods.
- b) Identify a pipeline of projects, including prioritized municipalities, drawing on existing work that will serve as the initial/priority projects for the NRW programme.

##### **2. Programme scope**

- a) Develop the overall objectives, expected outcomes and impacts of the proposed NRW Programme.
- b) Describe the proposed set of components, outputs and activities that lead to the expected outcome and impact results and develop standard materials such as comprehensive diagnosis document / diagnostic tool, project feasibility ToRs and financial models (drawing on existing available ToRs) to support delivery of these components. Components should support sub-project and programme-level outcomes. It is envisaged that these components would include:
  - i. Guideline for preparing a business case for municipal NRW projects, including for example:
    - Municipal water supply systems and water sources, bulk supply system, water service providers, water distribution networks, system capacities vs demand, etc.
    - Estimation of baseline and identification of indicative targets for reduction of Recoverable Real Losses (RRL), reduction in over consumption and revenue increases (in relation to factors such as consumer profile, network pressure, hours of supply, extent of network, existence of District Metered Areas

(DMA), number of connections, tariffs, and availability of bulk water supply) and should also allow for supply areas that are unmetered and unbilled.

- Definition of scope of work, in terms of areas to be isolated/ring-fenced for service provision / performance-based contracts (PBC); activities across water audits, network replacements, improvement, and maintenance, metering, billing and customer data, training and capacity building, and other areas outside traditional NRW measures such as revenue collection and energy efficiency.
  - Financial assessment, including capex and opex, payback period, and affordability and value-for-money (in the case of PBCs).
  - Real option analysis of deferring or even eliminating construction of new bulk supply infrastructure or resource development due to the reduction in demand through elimination of RRL and reduction in over consumption.
- ii. Training of a selected number of officials (national, provincial and municipal) on the guideline so that they pilot its use and train others for sustainability.
  - iii. Continuous monitoring and evaluation of Programme benefits including advanced metering infrastructure and other technology.
  - iv. Financing, either on balance sheet, through PBCs or other blended finance solutions. Capacity support and training for municipalities.
- c) Define and present the value-added which the Programme brings toward achieving NRW reduction targets. This includes identifying how the Programme will benefit municipalities – i.e. why the Programme will attract municipalities to participate, as opposed to the municipalities pursuing NRW projects on their own
- d) Identify, assess and propose mitigating methodologies to key risks (category, probability, impact) associated with municipal non-revenue water programmes, including related risks concerning demand management, over consumption and cost recovery. Risk categories should include (but not limited to):
- i. The quantification of Recoverable Real Losses
  - ii. Recovery risk
  - iii. Over consumption



- iv. Pay back and risk quantification
  - v. Implementation models
  - vi. Sustainability
  - vii. System operation and governance
  - viii. Technical and operational
  - ix. Political
  - x. Social and environmental
- e) Describe the proposed risk mitigation measures (risk mitigation plan).
  - f) Develop the selection criteria of the projects.
  - g) Develop a change management strategy for the programme to ensure ownership is taken by all stakeholders that are critical to the success of the programme i.e. national government, local government, private sector, not for profit organisations and communities, the strategy will include (but not be limited to):
    - i. Mechanisms to ensure ownership at all levels and that the various stakeholders lead the change process;
    - ii. Mechanism to embed the change among the stakeholders, to ensure that the current undesirable state is not defaulted to post contract, but rather the programme grows / expands and is institutionalized.

### **3. Energy efficiency**

- a) Develop a strategy for improved energy efficiency in the provision of water and wastewater services in typical situations found in South Africa. It is likely to be necessary to create broad categories of opportunities depending on the utility size, type of service, and total use of energy in service provision.
- b) Develop standardized documentation to support the implementation of the strategy including, for example, standard terms of reference of energy efficiency audits, standard bidding documents for energy efficiency contracts, and standard terms of reference for verification agents
- c) Develop an approach to secure financing from climate financing providers – both for project preparation and for carbon offsets.
- d) Develop options for how to package energy efficiency (EE) investments in a way that might make them attractive to commercial or blended finance.
- e) Work with the NRW advisor to investigate ways in which EE and NRW could be bundled into a single package making them attractive to commercial or blended finance. The key element of such blending would

be the different investments, risks and returns from these two complementary activities.

- f) Develop a monitoring framework to track energy efficiency initiatives and the associated costs and benefits
- g) The approach to the work is expected to be collaborative with key stakeholders including DBSA, SALGA, potential contractors, and the power company so that the country can capitalize on the varied range of experiences in energy efficiency management

#### **4. Capacity support and technology development / transfer**

- a) Describe and identify potential capacity building to be provided and how this can be funded and sustained through, inter alia: the capacity building grants already in the system.
- b) Identify and describe new technology development and transfer arrangements.

#### **5. Programme scaling and replication**

- a) Describe the degree to which the Programme can catalyze impact beyond a once-off project investment including scaling and replication, knowledge sharing and learning, creation of an enabling environment, regulatory framework and policies, and contribution towards climate resilient development pathways consistent with relevant National water security and climate change adaptation strategies and plans
- b) Describe recent or ongoing projects/interventions that are related to the Programme, other domestic or international sources of funding (including climate / other sources of concessional or blended finance) and how they could be complemented or leveraged by the Programme (e.g. scaling up, replication, etc.).
- c) Identify current gaps and barriers regarding recent or ongoing projects and elaborate further how this Programme complements or addresses these.
- d) Identify the negative consequences and risks associated with the intervention, as well as the results of not intervening, both of which must be outweighed by the benefits to justify action
- e) Incorporate and integrate all of the above into the programme change management strategy.

#### **6. Programme performance indicators**

- a) Develop and describe the key performance indicators (KPIs) for progress reporting during and post implementation. This should seek to measure

pre-existing conditions, progress and results (impact) at the most relevant level for ease of monitoring and reporting.

- b) Performance indicators should be financial, social, environmental, developmental and technical aspects.

## **B. FINANCIAL**

### **1. Standardised financial, procurement and contracting model options**

- a) In the case of municipal balance sheet, identify contracting and financing options with private service providers and additional considerations regarding financing including (i) programme NPV and impact on overall municipal cash flows, (ii) key municipal financial ratios, (iii) debt and maintenance reserve account requirements, (iv) ring fencing of savings and revenues and (v) other key conditions for financing
- b) Design of performance-based contracting (PBC) models, drawing on existing work conducted and previous experience of PBCs. PBC models should seek to optimize incentives for the private sector partner through balancing potential returns and risks. Models designed may include, but are not limited to:
  - i. DBOM Contract
  - ii. 24/7 Self Optimising Contract
  - iii. Incentive Programme Manager Contract
  - iv. Cost Plus Contract
- c) Develop efficient and effective procurement approaches that can be used for the Programme
- d) Investigate and if viable, design a revolving fund to be used for NRW projects as a stand-alone option or in combination with municipal balance sheet, PBC or other funding model options. Consideration to be given whether the revolving fund will focus on project preparation, implementation or both.
- e) Compare advantages and disadvantages between the municipal balance sheet, PBC models and other options
- f) Review, consider and finalise existing blended finance options and solutions developed for NRW projects
- g) Consider and develop any other contracting and funding model appropriate to NRW projects.

### **2. Structuring the financial solution**

- a) Explore possible sources of financing / funding, terms of such financing, credit enhancements, liquidity facilities including guarantee mechanisms, as well as modalities for deploying funding (e.g. through funding rounds/windows), amongst other areas.
- b) Financing sources should include DFIs, MDBs, commercial financiers among other options.
- c) Develop bankability criteria for various funding and implementation mechanisms and include funding requirements and criteria for funding to be applied to from the BFI facility in the National Treasury
- d) Develop a budget statement for the Programme, which includes a financial and funding model, cash flow projections, a statement of capital, maintenance and, operating costs as well as other budget requirements (expenditure statement, funding statement, cash flow statement, contingent liability statement) of the intervention over its full lifecycle (typically 10 – 15 years)
- e) Conduct sensitivity analysis
- f) Develop a financial model that will enable the Water Partnerships Office to assess and consider NRW projects for implementation, using pre-feasibility study / scoping level of detail as input into the financial model

### **3. Efficiency and effectiveness**

- a) Describe how the financial structure or different financing modalities are adequate and reasonable in order to achieve the Programme objectives, including addressing existing bottlenecks and/or barriers, and providing the minimum concessionality to ensure the Programme is viable without crowding out private and other public investments.
- b) Describe the efficiency and effectiveness of the proposed Programme, considering the total financing and climate adaptation impact the Programme aims to achieve, and explain how this compares to an appropriate benchmark.
- c) Specify the expected economic rate of return based on a comparison of the scenarios with and without the Programme.
- d) Explain how best available technologies and practices have been considered and applied. Specify the innovations/modifications/adjustments that are made based on industry best practices.

### **4. Financial management, governance and procurement**

- a) Describe the integration of the Programme's financial management including the financial monitoring systems, financial accounting, auditing, and disbursement structure and methods into the NWP and WPO.

### **C. INSTITUTIONAL AND LEGAL**

The institutional and legal design of the NRW Programme must be in line with and conform to the National Water Partnerships Programme ("NWPP") and its governance and operational structure. The successful bidder will be required to liaise extensively on this matter with the DBSA team responsible for the establishment of the NWP.

#### **1. Programme implementation structure**

- a) Develop a NRW programme implementation structure and operations as a sub-programme under the NWP and ring-fenced team / unit within the Water Partnerships Office
  - i. Mandate and scope of the NRW Programme
  - ii. Roles and responsibilities of parties
  - iii. Planning and reporting
  - iv. Programme planning, procurement and implementation
  - v. Funding management
  - vi. Staff and procurement – not as a stand-alone but in line with the NWPP and WPO

#### **2. Implementation arrangements and detailed implementation plan**

- a) Describe the Programme implementation structure, outlining legal, contractual, institutional and financial arrangements between all the role players.
- b) Design of governance arrangements (supervisory boards, consultative groups among others) set to oversee and guide the Programme implementation.
- c) Design of the financial flows and implementation arrangements (legal and contractual) between relevant parties.
- d) Provide a diagram(s) or organogram(s) that maps such arrangements including the governance structure, legal arrangements, and the flow and reflow of funds between entities.

#### **3. Procurement, staffing and operational plan**

- a) Design a detailed staffing and operational plan (including qualification and assessment criteria) for the NRW sub-programme which should include:
  - i. Procurement of professional service providers
  - ii. Procurement of technology providers (if required)

- iii. Procurement of contractors / implementers
- b) Conduct a comprehensive review and recommendation of various procurement models including panels of service providers, framework contracts, PBCs, etc. Transaction support, including standardized contracting model and documentation, as well as approval / procurement processes. This could also include support for centralized procurement of private sector service providers / partners, such as a panel of pre-qualified panel of contractors.

#### **4. Develop / finalize standardized documentation**

- a) Develop / finalize standard documentation including but not limited to:
  - i. Terms of reference for project scoping / pre-feasibility study / business case documents (critique and update the proposed project pre-feasibility study terms of reference – to be provided to successful service provider)
  - ii. Terms of reference for bankable project feasibility studies (critique and update the proposed project feasibility study terms of reference – to be provided to successful service provider). Include an element for PBC design and development
  - iii. Standardised contracting documents for construction / implementation
  - iv. Develop standardized contracting documentation for various PBC options identified
  - v. Standard term sheets and financing / loan agreements for various funding options agreed (balance sheet, PBC, etc.)
  - vi. Project monitoring and reporting templates and documents

#### **5. Programme guidelines**

- a) Programme sustainability
  - i. Explain how the Programme sustainability (financial, institutional, social, gender equality, environmental) will be ensured for the duration of funding tenors after project implementation, including how the project's results and benefits will be sustained.
  - ii. Include information pertaining to the longer-term ownership, Programme exit strategy, operations and maintenance of investments (e.g. key infrastructure, assets, contractual arrangements).

- iii. Provide information on additional actions to be undertaken by public and private sector or civil society because of the Programme implementation for scaling up and continuing best practices
- b) Impact potential in relation to country and beneficiary needs
  - i. Describe the potential of the Programme to contribute to objectives and result areas. This should consider financial, developmental, environmental, technical and social impact, in the context of country and beneficiary needs, including vulnerability of the country and/or specific vulnerable groups, social and economic needs, absence of alternative sources of financing (e.g. fiscal or balance of payments gap that prevents government from addressing the needs of the country; and lack of depth and history in the local capital market), and need for strengthening institutions and implementation capacity
- c) Monitoring, evaluation and reporting arrangements
  - i. Describe Programme specific arrangements for monitoring and evaluation. Provide the types of interim and final evaluations.
  - ii. Describe frequency of reporting on project indicators, implementation challenges and financial status including through a dashboard format.
  - iii. Monitoring and evaluation plan
  - iv. Investigate contract management capability to be in the Programme and recommend the most appropriate structure to do so

## **6. Legal due diligence (regulation, taxation and insurance)**

- a) Conduct legal due diligence, including regulation covering water services, municipal finance, PBC's, PPPs and procurement, as well as taxation, insurance, etc.
- b) Identification of policy/regulatory barriers / hurdles that would create an enabling environment for NRW measures if addressed

## **D. SOCIAL AND ENVIRONMENTAL**

### **1. Communication and education assessment**

- a) Determine scope, initial concept and potential funding sources for communication, awareness and education on water efficient consumption that could be implemented by the Programme. These approaches could include a national awareness campaign focusing on advocacy of a responsible and water efficient consumer.

- b) Draft a consultations and stakeholder engagement plan to provide the basis for engagement in municipalities that take up support from the Programme.

## **2. Gender opportunities and actions**

- a) Identify potential benefits, opportunities and entry points for promoting gender equality, based on the roles and needs of women and men, through the full life cycle of the Programme.
- b) Recommend practical actions and objectives to implement in the Programme, including gender-responsive activities and potential resource (time and budget) implications.

## **3. Environmental and social management framework**

- a) Following key consultations, develop a draft environmental and social management framework (ESMF) outlining the material issues and metrics to evaluate.
- b) Recommend key metrics to be incorporated into the overall project reporting and targeting framework.
- c) Specify arrangements for monitoring and sub-project supervision.
- d) Develop a project-level grievance redress mechanism.
- e) Integrate and incorporate the above into the programme change management strategy

## **4. Socio-economic analysis**

- a) A social and economic analysis, including estimates of economic costs and benefits associated with the intervention and anticipated social and distributional impacts
- b) The main economic costs and benefits to government and society, considering the full impacts on all South African citizens over the full lifecycle of the assets that will be created
- c) In addition to taking into account the direct effects of the interventions, the wider indirect effects on the economy and society should be clearly specified and reviewed
- d) Where appropriate, the appraisal should reflect the monetary value of costs and benefits based on market prices, and also indicate the best alternative uses that the goods or services could be put to (the opportunity cost). The assumptions used to quantify costs and benefits in monetary terms should be clearly stated. Costs and benefits for which there is no market price should also be clearly specified and explained



- e) The distributional impacts where appropriate to indicate who gains or loses from the implementation of the proposal. This involves identifying how the costs and benefits accrue to the different groups affected by the project

## **5. Climate review and impacts**

- a) Detail adaptation/mitigation/resilience needs (climate hazards and associated risks based on impacts, exposure, and vulnerabilities) that the Programme is intended to address as well as mitigants.
- b) Drawing on existing material, describe the most likely scenario (prevailing conditions or other alternative) that would remain or continue in the absence of the proposed interventions, and potential climate benefits of the Programme. Calculations should be provided.
- c) Describe the wider benefits and priorities of the Programme in relation to the Sustainable Development Goals and provide an estimation of the impact potential in terms of (i) environmental co-benefits, (ii) social co-benefits including health impacts, (iii) economic co-benefits and (iv) gender-sensitive development impact.

## **E. STAKEHOLDER CONSULTATION AND MARKET SOUNDING**

### **1. Stakeholder workshops**

- a) Hold a series of stakeholder workshops (at least four) aimed at ensuring that the Programme is designed in line with municipal and private sector priorities and requirements. This could include separate sessions with municipalities and investors, as needed.
- b) It is essential that this NRW programme leverage previous and ongoing experiences, and may want to include consultation with other stakeholders here such as SWPN, private sector, etc.

## **IV. DELIVERABLES**

The Consultant shall prepare and deliver:

- Detailed inception report that is to describe the background, initial findings, approach and workplan to be carried out in the delivery of the assignment.
- Programme design report capturing the programme design elements outlined in A-E above including:
  - Detailed market study
  - Business case guideline documents including the following:

- Municipal water supply system
  - Baseline establishment and target setting
  - Project scope of work
  - Financial assessment
  - Real option analysis
  - Monitoring and evaluation of benefits
- Standardised documentation
- Standardised financial model
- Standardised Performance Based Contracting options
- Capacity support plan
- Detailed implementation plan
- Detailed financial structuring plan
- Detailed procurement approach
- Legal due diligence
- Communication and awareness concept
- Consultation and stakeholder engagement plan
- Detailed change management strategy
- Programme guidelines and documents capturing the programme level indicator design elements outlined in A-E above including:
  - Monitoring and evaluation plan
  - NRW Programme implementation structure and operations within the NWPP
  - Procurement, staffing and operational plan
  - Procurement models
  - Standard documentation
- Climate, environmental, social and gender reviews capturing the elements outlined in A-E above including:
  - Climate review and impact estimation
  - Gender opportunities and actions
  - Environmental and social management framework
  - Socio-economic analysis
- Risk assessment capturing the elements including technical, financial, economic, social, political and any other risks outlined in A-E above
- Workshop material and report for the stakeholder consultation and market sounding exercise

In addition, the Consultant is expected to prepare monthly progress reports.

- All materials and documents will be prepared in English.

- All documents, financial models, studies, reports and material developed during this assignment will become the property and be handed over to the DBSA
- A Steering Committee will be created as part of the Programme design stage, and will review and provide input on, and approve deliverables.

The expected timeline for completion of this assignment is twelve (12) months from contract signing.

## V. SPECIAL TERMS & CONDITIONS / SPECIFIC CRITERIA

### Special Instructions to Bidders

- All milestone deliverables will be provided in English.
- The financial proposal should include staff day/hourly rates and assumptions used. Pricing should include all expenses expected to be incurred in the execution of the work.

### Eligibility criteria

The team required for this assignment should include a full range of relevant professional skills as described below. In order to execute its obligations, the Consultant shall provide qualified and experienced key staff for the assignment and shall prepare a work program and a corresponding manning schedule, showing the timing of activities and the corresponding staff input required for execution of the services.

A consulting firm (or consortium of consulting firms) to be considered would have the following capabilities (either in-house or sub-contracted specialists/experts):

- a. A technical municipal/water specialist(s)/expert(s)/firm that will be responsible for the technical assessment and Programme design as outlined in the scope of work;
- b. A municipal/water financing specialist(s)/expert(s)/firm that will work with the DBSA team to design the financing options of the Programme;
- c. An institutional / programme design specialist(s)/expert(s)/firm that will be responsible for the institutional design and structure of the National NRW Programme;
- d. A social, environmental and communications specialist(s)/expert(s)/firm that will be responsible for the social and environmental aspects of the Programme;
- e. An economics specialist(s)/expert(s)/firm that will be responsible for the socio-economic assessment of the Programme
- f. A legal specialist/expert who will be responsible for the legal, procurement and documentation aspects of the Programme design

- g. A risk management specialist(s)/expert(s)/firm that will be responsible for conducting a detailed risk assessment for the Programme.

Competencies, skills and expertise applicable to all roles/specialists/experts:

- Demonstrated qualified experience related to the water sector, including technical, legal and financial aspects;
- Demonstrated qualified experience in NRW / WCWDM and municipal cost recovery projects and programmes in SA;
- Demonstrated understanding of national programmes and a programmatic approach towards non-revenue water reduction in municipalities in South Africa;
- Excellent written communication skills, with analytic capacity and ability to synthesize relevant collected data and findings for the preparation of high quality reports;
- Ability to analyze complex and diversified data;
- Demonstrate strong coordination and facilitation skills; and
- Ability to work with a multi-cultural and diverse team.

SPECIALIST	COMPETENCIES	SKILLS & EXPERTISE
		Qualifications & Experience
Team lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in leading a multi-disciplinary team on complex and similar assignments</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree in civil engineering</li> <li>• A professional with 10 years' experience in leading multi-disciplinary teams on complex assignments</li> <li>• A PMP qualification will be an added advantage</li> </ul>
Technical lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in municipal Water Conservation, Demand Management and Cost recovery projects and programmes</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree in civil engineering</li> <li>• A professional civil engineer with 10 years relevant experience in the planning, design, costing and implementation of NRW interventions in municipal water infrastructure to lead the technical elements of the programme design work</li> <li>• Experience in acting as a lead for this workstream</li> </ul>
Financial lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in the</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree in finance or related fields</li> </ul>

	<p>design of innovative funding solutions and knowledge of NRW funding models</p> <ul style="list-style-type: none"> <li>• Demonstrated experience in the design of blended finance solutions</li> <li>• Demonstrated experience in PBC for NRW projects</li> </ul>	<ul style="list-style-type: none"> <li>• A financing specialist with 10 years relevant experience in municipal financial instruments</li> <li>• Experience in blended finance structures and alternative funding structures and solutions</li> <li>• Financial modelling experience</li> <li>• Experience in acting as a lead for this workstream</li> </ul>
Institutional / programme design lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in the design of programmes and establishment of PMOs</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree commerce or finance or related fields</li> <li>• An institutional / programme design specialist with 10 years relevant experience in institutional design</li> <li>• Experience in the design and establishment of PMOs or similar structures</li> <li>• Experience in acting as a lead for this workstream</li> </ul>
Environmental and social lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in conducting environmental and social pre-feasibility assessments</li> <li>• Displays cultural, gender, religion, race, nationality and age</li> </ul>	<ul style="list-style-type: none"> <li>• The environmental expert shall have a university degree in environment/ climate change or related disciplines</li> <li>• The environmental expert shall have 5 years of experience in the water sector, especially in providing environmental impact assessment per the South African legislation and international standards, identifying risks and mitigation measures for water losses ‘ demand management / revenue collection</li> </ul>

	<p>sensitivity and adaptability;</p> <ul style="list-style-type: none"> <li>• Treats all people fairly without favoritism</li> <li>• Change management and social facilitation</li> </ul>	<ul style="list-style-type: none"> <li>• The social expert shall have a university degree in social sciences or related disciplines</li> <li>• The social expert shall have 5 years of experience in South Africa, including public consultation in the local context.</li> </ul>
Economics lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in conducting socio-economic assessment</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree in economics or related fields</li> <li>• An economics specialist with 10 years relevant experience in economics</li> <li>• Demonstrated experience in conducting socio-economic assessments</li> <li>• Demonstrated experience in conducting cost benefit analysis</li> <li>• Experience in acting as a lead for this workstream</li> </ul>
Legal lead	<ul style="list-style-type: none"> <li>• Demonstrated experience in municipal and water sector legislative environments</li> <li>• Demonstrated experience in drafting legal documentation</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree in law</li> <li>• A law practitioner with 10 years relevant experience in the municipal law and water sector law</li> <li>• Demonstrated experience in drafting legal and procurement documentation</li> </ul>
Risk management	<ul style="list-style-type: none"> <li>• Demonstrated experience in the identification and mitigation of programme risks</li> </ul>	<ul style="list-style-type: none"> <li>• A university degree in finance or related fields</li> <li>• A risk management specialist with 5 years relevant experience in the identification, management and mitigation of programme related risks</li> </ul>

## **Annexure A**

### Fees and Assumptions

This Annexure must be in folder 2 of your submission.

Please see **Annexure A** on the separate attachment titled **“RFP336/2022: Annexure A: Fees and Assumptions”**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....



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

<sup>1</sup>“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.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**  
document?

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / 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, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

--	--	--	--

**4. DECLARATION**

I, THE UNDERSIGNED

(NAME).....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
4.1	<p><b>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?</b> (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>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.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>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.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## **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 ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

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

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

**AII 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:**



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

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