

## REQUEST FOR QUOTATION

<b>YOU ARE HEREBY INVITED TO SUBMIT QUOTATIONS FOR THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b>	
<b>BID NUMBER:</b>	<b>RFQ072/2023</b>
<b>RFQ ISSUE DATE:</b>	<b>Wednesday, 11 December 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>13 December 2023 at 11:00am</b> <b>Microsoft Teams meeting</b> <a href="#">Click here to join the meeting</a>
<b>CLOSING DATE AND TIME:</b>	<b>Monday, 18 January 2024 AT 23H55pm</b>
<b>RFQ VALIDITY PERIOD</b>	<b>90 DAYS</b>
<b>DESCRIPTION</b>	<b>Professional Service Provider to Conduct an Environmental Screening for Installation of Solar PV Systems and Greening of the DBSA Campus in Midrand.</b>
<b>ELECTRONIC BID SUBMISSIONS</b>	<ol style="list-style-type: none"> <li>1. Bidders are advised to request submission link and all other enquiries to <a href="mailto:lihleSCM@dbsa.org">lihleSCM@dbsa.org</a> – ONLY</li> <li>2. No tender submission link requests and any queries will be accepted after <b>16h00 on 12 January 2024</b>. Any requests after the stipulated date and time will be disregarded.</li> <li>3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</li> <li>4. Bidders who have received submission Links that have errors, will be provided with new Links for use.</li> </ol>
<b>TENDER TECHNICAL AND GENERAL QUERIES</b>	<b>E-mail address: <a href="mailto:lihleSCM@dbsa.org">lihleSCM@dbsa.org</a></b>

<b>COMPLAINTS ABOUT THIS RFQ OR TENDER PROCESS</b>	<b>E-mail address:</b> <a href="mailto:scmqueries@dbsa.org">scmqueries@dbsa.org</a>
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Bidders must acknowledge receipt of this RFQ on the above contact details. NB: All enquiries regarding this RFQ must be forwarded to the stated email address above within the day after the RFQ has been issued. No enquiries from bidders will be entertained after the closing date of this RFQ and during the subsequent evaluation processes. DBSA however reserves the right to clarify any information with any bidder regarding their response to this RFQ. All responses must be submitted to the above-mentioned address at the time specified.



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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR ORIGINAL CERTIFIED COPY	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		ORIGINAL B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[AN ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</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]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS PLEASE COMPLETE AS PER SECTION 3 OF THE TERMS AND CONDITIONS BELOW</b>					

## TERMS AND CONDITIONS FOR BIDDING

### 1. RFQ SUBMISSION

- a. BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- c. 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 TO BIDDING INSTITUTION.
- d. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
- e. PARTICIPATION IN THE TENDER PROCESS IS SUBJECT TO COMPLIANCE WITH THE TENDER CONDITIONS CONTAINED IN THIS RFQ DOCUMENT.
- f. THE SUCCESSFUL BIDDER MAY BE REQUIRED TO CONCLUDE A FORMAL WRITTEN CONTRACT WITH THE DBSA DEPENDING ON THE NATURE OF THE SERVICES TENDERED FOR.
- g. IF THE BIDDER'S SUBMISSION OF A QUOTATION IS SUCCESSFUL, THE DBSA SHALL APPOINT THE BIDDER TO EXECUTE OR PROVIDE THE REQUIRED SERVICES OR GOODS. WHERE NO FORMAL WRITTEN CONTRACT IS REQUIRED TO BE CONCLUDED WITH THE SUCCESSFUL BIDDER, THE DBSA SHALL PLACE A PURCHASE ORDER WITH THE BIDDER AND THE AFORESAID GENERAL CONDITIONS OF CONTRACT SHALL APPLY TO ANY SUBSEQUENT PURCHASE ORDER. IN THE EVENT THAT A FORMAL WRITTEN CONTRACT IS REQUIRED TO BE CONCLUDED WITH THE BIDDER, THE PARTIES SHALL EXECUTE A SERVICE CONTRACT AND THEREAFTER THE DBSA SHALL PLACE A PURCHASE ORDER.
- h. NO SERVICES MUST BE RENDERED OR GOODS DELIVERED BEFORE AN OFFICIAL DBSA APPOINTMENT LETTER HAS BEEN ISSUED, A SERVICE CONTRACT SIGNED WHERE APPLICABLE, AND A PURCHASE ORDER HAS BEEN RECEIVED BY THE SUPPLIER.
- i. LATE AND INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED.
- j. ANY BIDDER WHO HAS REASONS TO BELIEVE THAT THE RFQ SPECIFICATION IS BASED ON ANY SPECIFIC BRAND MUST INFORM DBSA IN WRITING BEFORE THE RFQ CLOSING DATE. IT SHOULD HOWEVER, BE NOTED THAT DBSA RESERVES THE RIGHT TO ISSUE BRAND SPECIFIC SPECIFICATIONS "EQUIVALENT" / REQUIREMENTS TENDER.
- k. BIDDERS ARE REQUIRED TO COMPLETE ANNEXURE B FOR ALL PRICE QUOTATIONS EXCEEDING THE VALUE OF R30 000 (VAT INCLUDED) AND ATTACH TO THE FUNCTIONAL/TECHNICAL PROPOSAL WHERE THE TENDERING PROCESS WILL USE A ONE ENVELOPE SYSTEM.

- l. BIDDERS ARE ALSO REQUIRED TO COMPLETE AND SIGN ALL DECLARATIONS AS PART OF THE RFQ DOCUMENTATION PACK THE STANDARD BIDDING DOCUMENTS (SBD) PRESCRIBED BY THE NATIONAL TREASURY ATTACHED AS ANNEXURE C.
- m. THE SUCCESSFUL BIDDER WILL BE THE BIDDER THAT SCORES THE HIGHEST NUMBER OF POINTS IN THE PRICE AND PREFERENCE EVALUATION, UNLESS THE DBSA EXERCISES ITS RIGHT TO CANCEL THE RFP, IN LINE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.
- n. ALL PRICES MUST BE QUOTED IN SOUTH AFRICAN RAND (ZAR)
- o. THE COST OF MARKETING AND ADVERTISING, AND OTHER CHARGES MUST BE INCLUDED IN THE TOTAL PRICE QUOTED, IF THESE ITEMS ARE REQUESTED AS PART OF THE DBSA COST TEMPLATE / MODEL OF THIS RFQ. BIDDERS SHOULD UNDER NO CIRCUMSTANCES INCLUDE ANY ADDITIONAL COST ELEMENTS WHICH HAVE NOT SPECIFICALLY BEEN REQUESTED FOR AS PART OF THIS RFQ. IF ADDITIONAL ITEMS ARE SUGGESTED BY ANY BIDDER, THEN THESE ITEMS MUST BE SEPARATELY SPECIFIED WITH A CLEAR MOTIVATION OF WHY THESE ADDITIONAL ITEMS MAY BE REQUIRED. IT SHOULD ALSO BE FURTHER STATED WHETHER THE WORKABILITY OF THE SOLUTION PROPOSED IS DEPENDENT ON SUCH ADDITIONAL ITEMS OR NOT.
- p. BIDDERS ARE ALSO REQUESTED TO SEPARATELY PROVIDE A DETAILED COST BREAKDOWN OF ALL ITEMS TO BE PROVIDED AS PART OF THEIR RESPONSE TO THIS RFQ, WHICH CLEARLY DEPICTS THE ITEM DESCRIPTION (BRAND NAME, PRODUCT CODE) AND ASSOCIATED QUANTITIES. FAILURE TO PROVIDE THIS INFORMATION WILL INVALIDATE THE RFQ RESPONSE ON THE BASIS OF INCOMPLETENESS. THE TOTAL COST OF THE RFQ RESPONSE BASED ON THE DBSA COST TEMPLATE / MODEL SHOULD EXACTLY MATCH THE TOTAL COST OF THE DETAILED COST BREAKDOWN. IN THE EVENT OF ANY DISCREPANCIES, THEN THE HIGHER AMOUNT OF THE 2 DOCUMENTS WILL BE USED AS BASIS FOR THE PRICE EVALUATIONS OF THIS RFQ RESPONSE.

## **2. TAX COMPLIANCE REQUIREMENTS**

1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2. 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.
3. APPLICATION 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](http://WWW.SARS.GOV.ZA).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE,

COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

8. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
9. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
10. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
11. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

### 4. COMPLIANCE REQUIREMENTS

1. ALL BIDDER MUST SUBMIT THEIR ORIGINAL AND VALID BBBEE STATUS LEVEL VERIFICATION CERTIFICATE OR ORIGINAL CERTIFIED COPY OR ORIGINAL SWORN AFFIDAVIT THEREOF, SUBSTANTIATING THEIR BBBEE STATUS.
2. THE SUBMISSION OF SUCH CERTIFICATES MUST COMPLY WITH THE REQUIREMENTS OF INSTRUCTIONS AND GUIDELINES ISSUED BY THE NATIONAL TREASURY AND MUST BE IN ACCORDANCE WITH THE APPLICABLE NOTICES PUBLISHED BY THE DEPARTMENT OF TRADE AND INDUSTRY IN THE GOVERNMENT GAZETTE.

### 5. PRE-QUALIFICATION CRITERIA

- a. THE FOLLOWING PRE-QUALIFYING CRITERIA WILL BE APPLIED, BIDDERS WHO DO NOT MEET ALL OF THE PRE-QUALIFYING CRITERIA WILL NOT BE EVALUATED FURTHER:

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Attendance registers for Compulsory Briefing session – via Microsoft Teams	Pre-Qualifier	Y
2	Professionally registered Environmental Assessment Practitioner: (EAPASA - Reg.EAP / SACNASP - Pr.Sci.Nat), minimum 3 years post professional registration experience. (registration certificate to be supplied). CV's with detailed experience is the Pre-Qualifier, however the Proof of registration with a recognized professional	Pre-Qualifier	Y

	<b>body/institution, is part of the Qualifications under Part B below.</b>		
<b>3</b>	Proven Experience in the firm or individual in delivering Environmental Screening Study and undertaking screening, scoping, and EIA reports; for work done within the past 10 years <b>(list of projects to be supplied with appointment letters and reference letters on client's letterhead for each project submitted, detailing project scope, project value and start and completion (or current status) of the project).</b>	<b>Pre-Qualifier</b>	<b>Y</b>
b. Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer will be deemed non-responsive and not be evaluated further.			
<b>Responsiveness Criteria</b>		<b>Clarification Time</b>	<b>Applicable to this Tender (Y/N)</b>
<b>4</b>	Standard conditions of tender as required.	72 hours	Y
<b>5</b>	Returnable documents completed and signed.	72 hours	Y
<b>6</b>	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	7 Working Days	Y
<b>7</b>	Valid certified letter of good standing (COIDA).	72 hours	Y
<b>8</b>	Proof of Professional Indemnity Insurance to the minimum value of R500,000.00.	72 hours	Y
<b>9</b>	Proof of Registration with a recognized professional body/ institution for the listed Team & Design Leaders.	72 hours	Y
<b>10</b>	BBBEE Certificate/ Affidavit. (Consortiums, Joint Venture Companies and Partnership must submit a consolidated BBBEE Certificate).	72 hours	Y
<b>6. FUNCTIONAL EVALUATION</b>			

Refer to page 22 to 25 for detailed functional evaluation criteria

## **7. PRICE AND PREFERENCE EVALUATION**

- a. THIS RFQ WILL BE EVALUATED IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEM PRESCRIBED BY THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AS AMENDED. THE ALLOCATION OF POINTS WILL BE AS FOLLOWS:

PRICE	80
BEE	20
TOTAL	100 POINTS

## **8. ORAL PRESENTATIONS**

- BIDDERS WHO SUBMIT BIDS IN RESPONSE TO THIS RFQ MAY BE REQUIRED TO GIVE AN ORAL PRESENTATION, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, A MARKETING PROPOSAL DEMONSTRATION OF THEIR PROPOSAL TO DBSA. THIS PROVIDES AN OPPORTUNITY FOR THE BIDDER TO CLARIFY OR ELABORATE ON THEIR PROPOSAL. THIS IS A FACT FINDING AND EXPLANATION SESSION ONLY AND DOES NOT INCLUDE NEGOTIATION. DBSA SHALL SCHEDULE THE TIME AND LOCATION OF THESE PRESENTATIONS.
- ORAL PRESENTATIONS ARE AN OPTION OF DBSA AND MAY OR MAY NOT BE CONDUCTED. IF SUCH PRESENTATIONS OR PRODUCT DEMONSTRATIONS ARE REQUIRED, THEN THE COST TO SET UP THESE SESSIONS WILL BE BORNE BY THE BIDDER. IT SHOULD ALSO BE NOTED THAT WHERE A BIDDER CAN ONLY FACILITATE SUCH PRESENTATION AND DEMONSTRATION SESSIONS ABROAD OR EVEN BEYOND THE PROVINCIAL BORDERS OF GAUTENG, THEN ANY ASSOCIATED SUBSISTENCE AND TRAVELING COST OF THE DBSA BID EVALUATION TEAM, WILL BE FOR THE ACCOUNT OF THE BIDDER.

## **9. REASONS FOR DISQUALIFICATION**

- a. DBSA RESERVES THE RIGHT TO DISQUALIFY ANY BIDDER WHICH DOES ANY ONE OR MORE OF THE FOLLOWING:
- i. BIDDERS WHO SUBMITTED INCOMPLETE INFORMATION AND DOCUMENTATION ACCORDING TO THE REQUIREMENTS OF THIS RFQ;
  - ii. BIDDERS WHO SUBMITTED INFORMATION THAT IS FRAUDULENT, FACTUALLY UNTRUE OR INACCURATE, FOR EXAMPLE MEMBERSHIPS THAT DO NOT EXIST, BEE CREDENTIALS, EXPERIENCE, ETC.;
  - iii. BIDDERS WHO RECEIVED INFORMATION NOT AVAILABLE TO OTHER VENDORS THROUGH FRAUDULENT MEANS; AND/OR
  - iv. BIDDERS WHO DO NOT COMPLY WITH ANY OTHER *REQUIREMENTS* AS STIPULATED IN THIS RFQ DOCUMENT.
  - v. BIDDERS WHO SUBMIT RESPONSE AFTER THE STIPULATED SUBMISSION DATE AND TIME.

## **10. RIGHT TO CANCEL**

DBSA RESERVES THE RIGHT TO CANCEL OR REJECT ANY QUOTE AND NOT TO AWARD THE RFQ TO THE LOWEST BIDDER OR AWARD PARTS OF THE RFQ TO DIFFERENT BIDDERS, OR NOT TO AWARD THE RFQ AT ALL.

## **11. DECLARATION BY BIDDER**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED  
(NAME).....CERTIFY THAT:

1. I HAVE READ, UNDERSTOOD AND UNCONDITIONALLY ACCEPT THE CONDITIONS OF THIS RFQ.



2. I HAVE SUPPLIED THE REQUIRED INFORMATION AND THE INFORMATION  
SUBMITTED AS PART OF THIS RFQ IS TRUE AND CORRECT.

.....

**SIGNATURE OF BIDDER**

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

.....

**(PROOF OF AUTHORITY MUST BE SUBMITTED E.G. COMPANY RESOLUTION)**

**DATE:** .....

## TERMS OF REFERENCE (TOR)

### INTRODUCTION

The Development Bank of Southern Africa (DBSA) has an aspiration to transform its campus in Midrand into a sustainable development hub of good practice, to pursue renewable energy, energy efficiency and to significantly improve its biodiversity, water and waste management practices, through implementation of the Off-grid Project. The term “Off-grid Project” is used with the understanding that energy self-sufficiency is what the DBSA is aiming for, but not technically off-grid. The scope of the project involves renewable energy, energy efficiency waste management, water saving and a biodiversity landscape plan (which may involve listed activities that require to be authorised together with the solar scheme). Studies on these components can run concurrently. The project falling under this service level agreement will only cover the screening/due diligence report and not a scoping, basic assessment or ESIA report if such is required.

The DBSA’s ultimate goal of the “Off-grid Project” is to achieve a sustainable campus with an accredited ‘Green Building Council South Africa’ standard that is issued by the Green Building Council of South Africa (GBCSA). For the DBSA to achieve its goal, some of the primary requirements that the DBSA must have in place include, among others:

- Energy Strategy with executive buy-in: this provides the basis for an optimised energy mix that should be pursued, the energy efficiency targets and plan, and the effective management of water, waste, transport etc.
- Building Management System (BMS): for real-time control of ventilation, HVAC, power systems, fire and security, to ensure that the building operates effectively to meet the comfort requirements of the occupants.
- Energy Management System (EMS): for the optimisation of energy consumption and costs.
- A landscape design and management plan.
- A water savings design and management plan.
- An integrated waste management plan.

The proposed project is in alignment with DBSA’s mission, which is, to advance the development impact in the region by expanding access to development finance and effectively integrating and implementing sustainable development solutions to:

- Improve the quality of life of people through the development of social infrastructure
- Support economic growth through the investment in economic infrastructure
- Support regional integration

- Promote sustainable use of scarce resources

Furthermore, in support of DBSA's mission and facilities management agenda, the DBSA aspires to achieve global best practices in the provision of world-class facilities services. The DBSA aims to reduce its corporate environmental footprint, while having a positive impact on ecological infrastructure and ultimately meeting a zero-carbon emissions target.

Figure 1, shows the DBSA campus, and the total area occupied by the buildings at the DBSA is 29 600 m<sup>2</sup>. However, the campus has ample land space for future developments.

In 2018, the DBSA campus consumed 2 722 MWh of electricity, costing the institution around R 6.6 million. And based on this high rate (roughly R2.42 per kWh), there should be opportunities to realise energy savings.



Figure 1: The DBSA Campus in Midrand

Preliminary indications by DBSA are that the total water consumption at the campus is between 11,000 and 18,000 kL annually (based on 2014 to 2018 data) and the commercial block tariffs for water consumed are R38.4/kL (< 200 kL) and R40.5/kL (> 200 kL), whereas sanitation is charged at R28.7/kL (2017/2018). The average tariff increase is determined to be between 12 and 13% annually, for both inflow and sanitation costs. Those costs are expected to increase in future years, therefore a sustainable use of water resources is essential.

The management of solid waste is linked to energy usage within a facility, therefore it will be essential to have a waste management plan that will speak to DBSA's need for sustainable use of resources. The envisaged project will result in an energy- biodiversity-water-waste nexus, which will serve as a showcase, not only the linkages between the four, but also how they can be utilised sustainably.

While the main focus of this RFQ is on the energy supply part of the project, with a focus on solar PV installation, it also covers screening/environmental due diligence on the DBSA waste management plan, water saving and landscape plan which are also being taken to detail design phase. Any work under the energy plan must not be to pre-empt sound outcomes of these three projects which are undertaking a parallel design process to the solar project. Should any elements of the solar, detailed planning of the water, waste or biodiversity/landscape plan require authorisation, the service provider is required to point these out and specify the legislated authorisation required.

## **2. PROJECT OBJECTIVES**

- To appoint a Professional Service Provider to Conduct an Environmental Screening for Installation of Solar PV Systems and Greening of the DBSA Campus in Midrand.

## **3. TERMS OF REFERENCE**

### **Scope of work**

#### **3.1. Invitation for Proposal**

Proposals are hereby invited for the supply of professional services for Environmental Screening in preparation for the installation of solar PV systems, water saving and a biodiversity rich landscape plan, and waste management systems, on the DBSA Campus in Midrand.

The DBSA invites tenders for:

- a) Provision of a desktop Environmental Screening Study (ESS) of the entire DBSA Campus for the planned installation of carport and roof-mounted solar PV systems, refurbishment of existing ground-mounted systems, and a possibility of additional ground-mounted systems if this does not contradict other sustainable development goals of the campus.
- b) Provision of an Environmental Screening Study (ESS)/ and due diligence report of the DBSA Campus for the planned biodiversity landscape management plan, water saving plan and waste management plan. This will include a basic Environmental Management Plan and Management System (should the project not trigger any need for further environmental assessments or authorisations).
- c) Development Results Framework with baseline indicators against which to monitor and manage inputs, outcomes and impacts against set targets (including carbon savings, water savings and biodiversity gains).
- d) A safeguards report that ensures alignment of designs against DBSA safeguard requirements and associated global good practices (including IFC industry health, environment, and sector guidelines).

### **3.2. Information to be provided by DBSA**

The DBSA will provide the following information to enable the execution of the scope for this tender:

- project description for the proposed project;
- the types of technologies proposed;
- the MW generation capacity (this can be a range, and may be phased);
- scale and spatial footprint;
- the proposed location of suitable areas for development;
- electrical infrastructure required (e.g. powerlines, battery storage and/or substation upgrades and/or connections), kV rating of electrical infrastructure to be installed, and supporting facilities, new access roads, etc.; and
- details of water, biodiversity and waste management strategies, proposed locations, etc.

### **3.3. Objectives of Environmental Screening**

Environmental screening is primarily required to determine whether the proposed project triggers the need for an Environmental Authorisation (EA) under the National Environmental Management Act (NEMA) and the EIA Regulations. If the components of the Off-grid Project are found to not require an EA, then this will be captured in a report. The report will still need to provide basic environmental due diligence aligned with DBSA safeguards, the objectives, and findings of the “Off-grid Project” including the landscape plan, water and waste management plans and the proposed solar project investment. A set of metrics to measure the social environmental and technical development results must be agreed to and baselines compiled against which targets can be measured during construction and operations. The report will also provide for a basic Environmental Management Plan and System for the construction and operational years.

If the proposed project is considered to require an EA, then a full environmental screening study (ESS) is conducted before undertaking the required basic assessment or environmental impact assessment (EIA) in order to determine an appropriate buildable area and avoid fatal flaws.

In general, the purpose of the ESS is to:

- Provide early identification of potential environmental “fatal flaws” or “show-stoppers” which would influence subsequent more detailed feasibility studies and project engineering design.
- Align the project with DBSA safeguard standards.
- Align the “Off-grid-project” objectives and findings as approved by management to date.
- Provide recommendations of practical measures which can be incorporated into the early design and planning of the project that will result either in the avoidance of potentially significant negative environmental impacts or their mitigation to the extent that residual effects fall within acceptable limits, and the enhancement of positive aspects of the project.

- Enable the project proponent to investigate proactively and plan for the incorporation of these recommendations into the planning and design of the project before the development of the proposed projects.
- Show the effect of potential individual and cumulative environmental impacts due to the proposed development on the study area.
- Provide detailed baseline studies that may need to be initiated early in the development cycle to provide the basis for a defensible EIA, if required.

### **3.4. Scope of an environmental screening study**

**The scope of work for an ESS typically includes the following steps:**

- Confirm the scope of the proposed project and collate a project description (including spatial extent).
- Collate desktop information on the receiving environment (i.e., the project location) – this can be done using the national environmental screening tool developed by DFFE (see below) and other available sources. This should include relevant environmental, social, and planning aspects.
- Application of the national online Environmental Screening Tool to identify the sensitivity of the site to the proposed energy developments. For example, this would identify sensitivity to solar PV development, what environmental authorisations are required, and the level and scope of environmental assessment required. The screening tool incorporates national scale environmental spatial planning, however, local planning aspects such as land-use zoning will also need to be identified and considered.
- Identify whether any Listed Activities are triggered under the EIA Regulations for the proposed types of energy generation, associated electrical infrastructure and potential battery storage, water and biodiversity, and waste management.
- Listing of other relevant environmental and heritage legislation and the implications thereof for the proposed project, if relevant.
- If any activities have a direct and new footprint on the existing natural vegetation/undeveloped land, the conservation status of those areas must be confirmed.
- Assessing the natural habitat sensitivity of the site will involve at least 1 site visit (possibly more) by a suitably qualified environmental practitioner (ecologist/wetland/grassland rehabilitation specialist).
- Ensure solar plans complement the water and biodiversity, waste and landscape plan objectives as described in the “Off-grid- Project”, particularly the proposed conceptual Landscape Plan.
- Identify DBSA safeguards triggered and align with the “Off-grid-Project” objectives and recommendations and with the DBSA Development Results Framework with a core set of metrics (inclusive of baselines and targets for social, economic, environmental, and technical development results).
- High-level assessment of the main environmental and social impacts associated with the proposed project, with recommendations provided to avoid or reduce high negative impacts and enhance the benefits of the energy developments.
- Identify any potential fatal flaws that could present an issue in terms of achieving EA.

- Produce a preliminary environmental sensitivity map including proposed buffers to identify the developable area and inform the project location and layout.
- Provide recommendations on the level of environmental assessment required (i.e., Basic Assessment or full Scoping and EIA) and the specialist studies required. Should no authorisations be required to draft a basic ESMP to guide further actions.

#### **Environmental Reports:**

- Based on the findings above to complete the work necessary to achieve an environmental due diligence/ preliminary biodiversity baseline and a screening report.
- Based on the findings above complete the necessary work to achieve a clear Development Results Framework and Safeguards Report (with associated reference to global good practice standards).
- Based on the findings above (assuming no listed activities are triggered) then to complete the Environmental Management Plan, Environmental Management System for the energy, water and biodiversity, and waste management plan.

### **3.5. Key assumptions to be clarified in the ESS**

The CSIR has undertaken high-level desktop assessments on the site and has identified the need for further on-site research that will need to be undertaken, which will include site visits by grass land rehabilitation and wetland rehabilitation specialists to understand its rehabilitation potential.

The ESS is normally a desktop study, however, there is a need to clarify the following:

- Whether or not fieldwork is required – this depends on the scale of the site and existing desktop information and knowledge on the site.
- Extent of stakeholder consultation – screening is usually an internal study to inform the early project planning and usually does not include public participation. Consultation with relevant authorities, in house environmental expertise and local specialists operative in the neighbourhood who are familiar with grassland rehabilitation and wetland rehabilitation in similar habitats will be required.

## **4. REQUIRED EXPERTISE**

- Detailed CV's of the proposed professional experts with expertise in the required services.
  - Professionally registered Environmental Assessment Practitioner: (EAPASA - Reg.EAP / SACNASP - Pr.Sci.Nat), with minimum 3 years post professional registration experience.
  - Valid registration certificate to be submitted.
  - Experience must include experience in grassland and wetland rehabilitation.

- Proven Experience in the firm or individual in delivering Environmental Screening Study and undertaking screening, scoping, and EIA reports; for work done within the past 10 years (**list of projects to be supplied with appointment letters or reference letters on client's letterhead for each project submitted, detailing project scope, project value and start and completion (or current status) of the project.**

## 5. EVALUATION CRITERIA

Tenders will be evaluated in terms of the following stages, namely:

- Stage 1: Responsiveness
- Stage 2: Functional Evaluation
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Risk Analysis

### 5.1. Stage 1: Responsiveness

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Attendance of Compulsory Online Tender Briefing via MS Teams	Pre-Qualifier	Y
2	<b>Professionally registered Environmental Assessment Practitioner:</b> (EAPASA - Reg.EAP / SACNASP - Pr.Sci.Nat), minimum 3 years post professional registration experience. ( <b>valid registration certificate to be supplied</b> ). Experience must include experience in grassland and wetland rehabilitation. <b><i>CV's with detailed experience is the Pre-Qualifier, however the Proof of registration with a recognized professional body/institution, is part of the Qualifications under Part B below.</i></b>	Pre-Qualifier	Y
3	Proven Experience in the firm or individual in delivering Environmental Screening Study and undertaking screening, scoping, and EIA reports; for work done within the past 10 years ( <b>list of projects to be supplied with appointment letters and reference letters on client's letterhead for each project submitted, detailing project scope, project value and start and completion (or current status) of the project</b> ).	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
4	Standard conditions of tender as required.	72 hours	Y
5	Returnable documents completed and signed.	72 hours	Y
6	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:	7 days	Y



	N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.		
7	Valid original/ certified letter of good standing ( <b>COIDA</b> ).	72 hours	Y
8	Proof of Professional Indemnity Insurance to the minimum value of <b>R500,000.00</b> .	72 hours	Y
9	Proof of Registration with a recognized professional body/institution for the listed Professional Team & Design Leaders.	72 hours	Y
10	<b>BBBEE Certificate/Affidavit</b> . (Consortiums, Joint Venture Companies and Partnership must submit a <b>consolidated</b> BBBEE Certificate)	72 hours	Y

## 5.2. Stage 2: Functional Evaluation

### A. Functional evaluation criteria

The following main criteria and the score breakdown will be used to score functionality.

Those bidders reaching a minimum threshold of 65 points overall will proceed to the next stage of evaluation, i.e. 3<sup>rd</sup> stage.

Functionality Criteria	Weighting Factor
Project Experience	30%
Track record and Professional Registration	30%
Technical Approach, Work plan, and Proposed implementation program	30%
Financial Credibility	10%
<b>Total</b>	<b>100%</b>

### Minimum functionality score to qualify for further evaluation: 65%

Evaluation criteria	Scoring guidelines	Score	Maximum score
<b>1. Project Experience:</b> Experience in the firm/individual in delivering ESS and undertaking screening, scoping, and EIA reports; for work done within the past 10 years.  Evaluation of the experience and technical strengths of the key staff in Environmental Assessment. The number of the projects worked on will be reviewed.  <b>List of projects to be supplied with appointment letters and reference letters on client's letterhead for each project submitted, detailing project scope, project value and start and completion (or current status) of the project.</b>	4 or more similar basic assessments and EIAs undertaken in sensitive grassland and wetland natural habitats in past 10 years.	30	30
	3 similar basic assessments and EIAs undertaken in sensitive grassland and wetland natural habitats in past 10 years.	20	
	Less than 3 similar basic assessments and EIAs undertaken in sensitive grassland and wetland natural habitats in past 10 years.	10	
	0 similar basic assessments and EIAs undertaken in sensitive grassland and wetland natural habitats in past 10 years.	0	
<b>2. Track record and Professional Registration:</b>	10 or more years of post professional registration experience (must include	30	30

Evaluation criteria	Scoring guidelines	Score	Maximum score
<p>Track record and range of experience as an Environmental Specialist.</p> <p>Evaluation of the consultant's experience in delivering Environmental Assessment Studies, with a focus on Professional Registration (e.g. EAPASA – Reg. EAP / SACNASP – Pr.Sci.Nat).</p> <p><b>CV's with detailed experience will be reviewed.</b></p>	experience in grassland and wetland rehabilitation).		
	7 to 9 years post professional registration experience (must include experience in grassland and wetland rehabilitation).	20	
	3 to 6 years post professional registration experience (must include experience in grassland and wetland rehabilitation).	10	
	Less than 3 years post professional registration experience <b>or</b> no experience relating to grassland and wetland rehabilitation regardless of the number of years.	0	
<p><b>3. Technical Approach, Work plan, and Proposed implementation program:</b></p> <p>The work plan demonstrates an understanding of the nature of the project, the importance of DBSA safeguards standards being applied and the ability to establish baseline metrics and work with metrics to demonstrate development results.</p> <p>The accuracy of the programme in meeting the key dates in the contract data will be assessed.</p>	The approach demonstrates a full understanding of the nature of the project, the importance to adhere to legal requirements, to address DBSA safeguards standards being applied (as found on the DBSA website) and the ability to work with environmental, social, and technical metrics (including to develop preliminary baseline water and biodiversity metrics for impact tracking) to demonstrate development results. The work plan/time-line schedule is project specific and detailed.	30	30
	The approach partially / inadequately addresses the above. The work plan/time-line schedule is high-level but project specific.	20	
	The work plan indicates a lack of understanding / experience of either development results, safeguards or legal requirements. The work plan/time-line schedule is high-level and generic.	10	
	No submission or the approach is too generic and not project specific. No work plan/time-line schedule.	0	
<p><b>4. Financial Proposal/Cost:</b></p> <p>The bidders will be evaluated on their financial rating and stability.</p> <p>Provide bank rating not older than three (3) months. <b>(Note: attach certified copy of Bank Stamped Letter or original certified copy of Bank stamped letter)</b></p>	Good – Bank Rating B or above	10	10
	Acceptable – Bank Rating C	8.0	
	Average – Bank Rating D	6.0	
	Poor – Bank Rating E	3.0	
	None – None provided	0	

### 5.3. **Stage 3: Financial Offer & Preference**

With reference to the PPR 2022, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Point s
1.	Price	80
2.	Specific Goals (namely, BBBEE status level of contributor)	20
3.	<b>Total</b>	<b>100</b>

#### **Pricing Instructions**

Bidders are required to price in full and submit the tender Price Schedule as imbedded in the tender. Bidders are also requested to separately provide a detailed cost breakdown of each deliverable as part of their response to this RFQ. Failure to provide this information will invalidate the RFQ response on the basis of incompleteness.

All prices must be quoted in South African Rand (ZAR).

The total cost of the RFQ response based on the DBSA Price Schedule should exactly match the total cost of the detailed cost breakdown as additionally provided by the bidder. In the event of any discrepancies, then the higher amount of the 2 amounts will be used as the basis for the price evaluations of this RFQ response.

#### **A. Preference points**

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

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

Refer to the PPR2022 in terms of B-BBEE Certificate and Affidavit requirements. Only originally certified copies affidavits will be accepted. SANAS accredited B-BBEE Certificates does not have to be certified. Non-adherence to this will result in the tenderer scoring 0 for preference.

- i. "EME" means an exempted micro-enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- ii. "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- iii. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
  - With the exception of EMEs and QSEs who are required to submit certified sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the DTI from time to time.
- iv. Consortiums, Joint Venture Companies and Partnership must submit a **consolidated BBEE Certificate** and may not submit an Affidavit.

## B. Price points

Bidders are required to price in full and submit the tender Price Schedule as imbedded in the tender as mandatory.

Failure to provide this information will invalidate the RFQ response on the basis of incompleteness.

Bidders are also requested to separately provide a detailed cost breakdown of each deliverable as part of their response to this RFQ

All prices must be quoted in South African Rand (ZAR).

The total cost of the RFQ response based on the DBSA Price Schedule should exactly match the total cost of the detailed cost breakdown as additionally provided by the bidder. In the event of any discrepancies, then the higher amount of the 2 amounts will be used as the basis for the price evaluations of this RFQ response.

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

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

Where:

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

**PLEASE NOTE THAT THE USE AND COMPLETION OF THE DBSA PRICE SCHEDULE AS IMBEDDED IN THE TENDER, IS MANDATORY. FAILURE TO COMPLY WITH THE REQUIREMENTS WILL LEAD TO THE SERVICE PROVIDER BEING DISQUALIFIED.**

## 5.4. Stage 4: Risk Analysis

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.
  - i. If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
  - ii. Fully compliant and registered with the National Treasury Central Supplier Database.
  - iii. No misrepresentation in the tender information submitted.
  - iv. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

- v. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
- vi. Convicted by a court of law for fraud and corruption
- vii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- viii. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- ix. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk.
- x. In terms of unduly high Tendered amounts in the Tender offer, refer to the PPR2022.
- xi. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xii. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.

**b)** Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:

- i. The contents of project specific tender returnables, i.e., project specific resources, professional indemnity insurance other insurance required, professional registration, approach and methodology which are to be included in the contract.
- ii. The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the project will indeed work on the program and will not be replaced by more junior or less competent resources
- iii. The Bidders price breakdown and schedule with activity list and pricing, programme of works.

## 6. PROJECT TIMELINES

This RFQ is based on the target that the scope of work will be completed within a period **of 2 months (8 weeks)** from the service provider's appointment. However, tasks and deliverables will have varying due dates within this period. The earliest possible delivery shall be highly appreciated.

## 7. FORM OF CONTRACT

### NEC 3 PROFESSIONAL SERVICES SHORT CONTRACT April 2013

A contract between

**DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED** ("*Client*")

And

..... ("*Consultant*")  
t")

For

**APPOINTMENT OF A REGISTERED ENVIRONMENTAL  
ASSESSMENT PROFESSIONAL (EAP), (EAPASA - Reg.EAP /  
SACNASP - Pr.Sci.Nat)**

#### Contents

##### Contract Forms

- A. The *Consultant's* Offer
- B. The *Client's* Acceptance
- C. The Contract Data
- D. Scope of Work
- E. Site Information
- F. Price List
- G. Annexures

## THE CONSULTANT'S OFFER

The  
*Consultant* is

Name: .....  
.....

Address: .....  
.....  
.....  
.....  
.....

Postal  
Address: .....

Telephone: .....  
.....

E-mail  
address: .....

*Consultant's*  
Representativ  
e Name: .....

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

### Timeline

It is intended to appoint the successful Registered Environmental Assessment Professional (EAP), (EAPASA - Reg.EAP / SACNASP - Pr.Sci.Nat) within fourteen days of having advertised this Request for Quotation. The work in question should be completed and the final report submitted within a maximum period of **2 months (8 weeks)** from signing of the contract, but the earliest possible delivery shall be highly appreciated.

## Pricing Information – Price List

Pricing Schedule No	Key Deliverable	UOM	QTY	Amount (Excl. Vat)
1	Preparation of a project implementation plan with verification to be completed within 07 calendar days of project start date.	LUMPSUM	1.00	R
2	Collate desktop information on the receiving environment (i.e., the project location).	LUMPSUM	1.00	R
3	Application of the national online Environmental Screening Tool to identify the sensitivity of the site to the proposed developments.	LUMPSUM	1.00	R
4	Identify whether any Listed Activities are triggered under the EIA Regulations for the proposed types of energy generation, associated electrical infrastructure and potential battery storage, water and biodiversity, and waste management. Including listing of other relevant environmental and heritage legislation and the implications thereof for the proposed project, if relevant.	LUMPSUM	1.00	R
5	Confirmation of the conservation status of existing natural vegetation / undeveloped land impacted by the project initiatives. Including at least 1 site visit by a suitably qualified environmental practitioner.	LUMPSUM	1.00	R
6	Identify DBSA safeguards triggered and align with the “Off-grid Project” objectives and recommendations, and with the DBSA Development Results Framework with a core set of metrics (inclusive of baselines and targets for social, economic, environmental and technical development results).	LUMPSUM	1.00	R
7	High-level assessment of the main environmental and social impacts associated with the proposed project, with recommendations provided to avoid or reduce high negative impacts and enhance the benefits of the energy developments.	LUMPSUM	1.00	R
8	Produce a preliminary environmental sensitivity map including proposed buffers to identify the developable area and inform the project location and layout.	LUMPSUM	1.00	R
9	Provide recommendations on the level of environmental assessment required (i.e., Basic Assessment or full Scoping and EIA) and the specialist studies required. Identify any potential fatal flaws that could present an issue in terms of achieving EA.	LUMPSUM	1.00	R
10	Prepare and Submit Environmental Reports: Environmental due diligence/screening Report; Development Results Framework and Safeguards Report; Environmental Management Plan, Environmental Management System for the energy supply, water and biodiversity, waste management plan.	LUMPSUM	1.00	R
11	Allowance for disbursements @10% of the sum of all above items (Disbursements are an allowance only and will be reimbursed strictly in accordance with a pre-approved disbursement plan & proven costs).	LUMPSUM	1.00	R
	<b>SUB-TOTAL (Excl. Vat)</b>			R
	<b>VAT@ 15%</b>			R
	<b>TOTAL (Including VAT) – Value to be carried over to Offered Total.</b>			R



The above amount will be inclusive of all costs.

Items 1, 2, 3,4,5,6 & 9 are once off deliverables and can be invoices as a lump sum on achieving those deliverables.

Items 7 & 8 are Monthly deliverables and kilometres travelled monthly over **2 months** and will be invoiced monthly.

Tenderers are also requested to separately provide a detailed cost breakdown of all items to be provided as part of their response to this RFQ, which clearly depicts the item description (brand name, product code) and associated quantities. Failure to provide this information will invalidate the RFQ response on the basis of incompleteness. The total cost of the RFQ response based on the DBSA cost template / model should exactly match the total cost of the detailed cost breakdown. In the event of any discrepancies, then the higher amount of the 2 documents will be used as basis for the price evaluations of this RFQ response.

**The offered  
total of the  
Prices is:**

• **ZAR**

.....  
(in figures)

• .....  
.....

.....  
..... (in words)

---

**SIGNED ON BEHALF OF THE *CONSULTANT*:**

**Signature:** .....

**Name:** .....

**Position:** .....

**Date:** .....

**Witness on behalf of the *Consultant*:**

**Signature:** .....

**Name:** .....

**Date:** .....

**A. THE *CLIENT*'S ACCEPTANCE**

The *Client* accepts the *Consultant's* Offer to Provide the Services.

**SIGNED ON BEHALF OF THE *CLIENT*:**

**Signature:** .....

**Name:** .....

**Position:** .....

**Date:** .....

**Witness on behalf of the *Client*:**

**Signature:** .....

**Name:** .....

**Date:** .....

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## B. CONTRACT DATA

The *Client* is

**Name:** • **DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**

**Address:** • 1258 Lever Road  
Headway Hill  
Midrand  
Gauteng  
Republic of South Africa

**Telephone:** • 011 313 3911

**E-mail Address:** • [IDDLegal@dbsa.org](mailto:IDDLegal@dbsa.org)

**The services are:** • Appointment of a Registered Environmental Assessment Professional (EAP)  
(EAPASA - Reg.EAP / SACNASP - Pr.Sci.Nat)

**The starting date is:** • 2 (two) business days after signing of the contract.

**The completion date is:** • 2 months (8 weeks) after starting date.

**The delay damages for late  
Completion are:**

- As prescribed by the Procurement Documentation Guidelines for Building Contracts published by the Department of Public Works, which is calculated as an amount per day taking into account the duration of the contract and rounded off to the nearest fraction.

Delay damages are 10% of Contract Value, In respect of 2 Month contract period the calculation will be based on the following example:

*Contract Value as awarded X 0.20 ÷ 100 = delay damage amount per day*

**The law of the contract is:** • The law of the Republic of South Africa

**The period for reply is:** • 5 (five) business days

**The defects date is:** • 90 (ninety) days after Completion

**The assessment day is:** • The 20<sup>th</sup> (twentieth) of each month

**Work to be carried out on a  
time charge basis:**

- As per Price List

**The period for payment is:** • 30 days from submission of invoice complying with the *Client's* requirements in that regard

**The interest rate on late payment is:**

- the prime interest rate of the Standard Bank of South Africa Limited as last published

**The *Consultant* provides the following insurance cover:**

- Death or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action of failure to take action by the *Consultant* (Public liability insurance) for the minimum sum of **R5 000 000.00 (Five Million Rand)** in respect of each claim, without limit to the number of claims.
- Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Consultant's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than **ZAR500 000.00 (Five Hundred Thousand Rand)** in respect of each claim, without limit to the number of claims.
- Failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* (Professional Indemnity Insurance) for an amount not less than **R500 000.00 (Five Hundred Thousand Rand)** in respect of each claim, without limit to the number of claims.

**The *Client* provides the following insurance cover:**

- None

**The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to:**

- Contract Price plus 10%

**The *Consultant's* total liability to the *Client* for other matters is limited to:**

- Contract Price plus 10%

**The *tribunal* is:**

- Arbitration

**If the *tribunal* is arbitration, the arbitration procedure is:**

- The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators Southern Africa or its successor body

**The place where the arbitration is to be held is:**

- Johannesburg, South Africa

**The person who will choose the arbitrator if the Parties cannot agree is:**

- The Chairman for the time being or his nominee of the Association of Arbitrators Southern Africa or its successor body on application of either Party

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions:

- As set out in the **Z clauses** stated hereunder

#### **Z CLAUSES: ADDITIONS AND/OR AMENDMENTS TO STANDARD CLAUSES**

<b>Z- clauses</b>		<b>Amendment to Contractual Clauses</b>
	11.2(8)	<p>Add the following new definition as clause 11.2(8):</p> <p>“A Consultant Insolvency Event means and is considered to occur if:</p> <ul style="list-style-type: none"> <li>• the Consultant commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject;</li> <li>• the Consultant begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;</li> <li>• the Consultant makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);</li> <li>• a court of competent jurisdiction grants an order winding-up the Consultant (whether provisionally or finally) or makes an order placing the Consultant under business rescue supervision;</li> <li>• an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Consultant (whether provisionally or finally) or placing the Consultant under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or</li> <li>• a resolution is passed by: <ul style="list-style-type: none"> <li>• the shareholders of the Consultant for the winding-up of the Consultant, whether by way of a members’ or creditors’ voluntary winding-up; or</li> <li>• the board of the Consultant for the Consultant to voluntarily begin business rescue proceedings and place himself under business rescue supervision.”</li> </ul> </li> </ul>
	11.2(9)	Add the following new definition as clause 11.2(9):

		<p><b>"Intellectual Property"</b> means (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets and confidential business information, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration and the right to apply for registration for any of these rights; (c) all other intellectual property rights and similar forms of protection; existing anywhere in the world; and (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof,</p>
		<b>Law</b>
	12.5	<p>Added the following clauses after clause 12.4</p> <p>"Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing."</p>
	12.6	Words denoting persons or parties shall include individuals and any organisation having legal capacity.
	12.7	<p>In this contract, except where the context requires otherwise:</p> <ul style="list-style-type: none"> <li>provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</li> </ul>
		•
	12.8	<ul style="list-style-type: none"> <li>The headings to the sections, clauses and sub-clauses of the conditions of this contract are for convenience only and do not affect the construction or interpretation of the conditions of contract.</li> <li>Any word or expression defined in any clause in the Z clauses, unless the application of the word or expression is specifically limited to the clause in question, bears the meaning prescribed to the word or expression throughout the Z clauses.</li> </ul>
	12.9	<p>Week means a continuous period of 7 days.</p> <p>If the day for payment of any amount due by the Client or Contractor in terms of this contract should fall on a Saturday, Sunday or official public holiday in the Republic of South Africa, the relevant day of payment is/are the next ordinary business day in the Republic of South Africa.</p>
	12.10	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
	12.11	If any provision of this contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision is not in any way affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

	12.12	Unless otherwise specifically recorded in this contract, termination of this contract for any cause does not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination. Similarly, the termination of this contract does not release a party from any obligation which, by its nature, is intended to survive such termination.
		<b>Early warning</b>
	14.1	Amend clause 14.1 by adding the following bullet point after the fourth bullet point: <ul style="list-style-type: none"> <li>• <i>"affect the work of the Client, a Client contractor or another consultant"</i></li> </ul>
		<b>The parties main responsibilities</b>
	20.4	Amend clause 20 by adding a new clause 20.4 to read as follows:  The Client or Consultant notifies the other as soon as either becomes aware of the ambiguity or inconsistency in or between the documents which are part of this contract. The Client gives an instruction resolving the ambiguity or inconsistency – this is not a compensation event.
		<b>Subcontracting and people</b>
	22.1	Amend clause 22.1 by adding the following to the last sentence:  "However, the Consultant does not subcontract beyond the parameters provided in PPPFA and the PFMA"
<b>Clause Z1</b>		<b>Change in laws</b>
	Z1.1	Notwithstanding anything contained in this clause or this agreement, a "change in law" does not include any law or piece of legislation that is enacted or made but not yet in force as at the date when the tender is submitted, or any proposed or draft law that is promulgated or issued for comment at any time before the tender is submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged.
<b>Clause Z2</b>		<b>Cession delegation and assignment</b>
	Z2.1	The <i>Consultant</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Client</i> .
	Z2.2	Notwithstanding the above, the <i>Client</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to a Related For the purpose hereof:
	Z2.3	a "related party" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the Client and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Client carries out the works or acts as an implementing agent; and "Control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning.

<b>Clause Z3</b>		<b>Joint ventures</b>
	Z3.1	If the <i>Consultant</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Client for the performance of this contract.
	Z3.2	The <i>Consultant</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Client</i> having been given to the <i>Consultant</i> in writing.
<b>Clause Z4</b>		<b>Broad Based Black Economic Empowerment, Construction Industry Development Board grading and the valid and active Tax Compliance Status Pin issued by SARS.</b>
	Z4.1	The <i>Consultant</i> warrants that it will:
		•
	Z4.1.1	• comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations;
		•
	Z4.1.2	• maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the <b>contractor's</b> Construction Industry Development Board grading, and (iii) its valid and active Tax Compliance Status Pin issued by SARS submitted at tender stage; and
		•
	Z4.1.3	• not conduct any Fronting practices as defined in the Codes of Good Practice.
		<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>
	Z4.2	Where a change in the <i>Consultants</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Client</i> within 3 (three) days of the change.
<b>Clause Z.5</b>		<b>Health and Safety</b>
	Z.5.1	The <i>Consultant</i> takes all reasonable steps and precautions to assess the Site, consider and receive all relevant information on the Site and health and safety related to the <i>service</i> , maintains the health and safety of persons in and about the execution of the <i>service</i> .
	Z.5.2	The <i>Consultant</i> acknowledges that the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated thereunder ("the Act") and the Construction Regulations 2014 promulgated under the Act ("the Construction Regulations") are applicable to the <i>service</i> .
	Z.5.3	<del>The <i>Client</i> appoints the <i>Consultant</i> as the "Health and Safety Agent" (as defined and provided for under the Construction Regulations 2014) for the Site.</del>
	Z.5.4	The <i>Consultant</i> is responsible for all of the obligations of Health and Safety as defined and provided for under the Act and the Construction Regulations including but not limited to those obligations defined and provided for in the Annexures hereto.



	Z.5.5	The <i>Consultant</i> appoints a Construction Safety Officer for the <i>service</i> as applicable.
	Z.5.6	<p>The <i>Consultant</i> confirms that he has received sufficient information about the Site and the <i>service</i> in order to:</p> <ul style="list-style-type: none"> <li>• Comply with the provisions of the act and the Construction Regulations 2014;</li> <li>• Comply with the provisions of this clause Z.5</li> </ul>
	Z.5.7	<p>Without limitation, the <i>Consultant</i>:</p> <ul style="list-style-type: none"> <li>• Notwithstanding any actions which the <i>Client</i> may take, accepts sole liability for the due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Act, its regulations (including the Construction Regulations 2014) and the <i>Client's</i> policies, procedures and standards.</li> <li>• Acknowledges and confirms that the Prices include a sufficient amount for proper compliance with the all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this contract and its Annexures and generally for the proper maintenance of health and safety in and about the execution of the <i>service</i>;</li> <li>• Undertakes, in and about the execution of the <i>service</i>, to comply with all applicable health and safety laws, rules, regulations, guidelines and procedures otherwise provided for under this contract and shall ensure that all sub-Consultants, employees and others under the <i>Consultant's</i> direction and control likewise observe and comply with the foregoing; and</li> <li>• Indemnifies and holds the <i>Client</i> harmless against any loss, damage or claim suffered due to a failure to comply with any of the provisions of this clause Z.5 by the <i>Consultant</i>.</li> </ul>
	Z.5.8	The <i>Consultant</i> and his designer (where applicable) shall accept full responsibility and liability to comply with the Act, the Construction Regulations 2014 and the Annexures to this contract for the design of any Temporary Works and those parts of any Permanent Works or services that the <i>Consultant</i> may be responsible for.
	Z.5.9	<p>The <i>Client</i> retains the right to inspect, review, obtain copies of all documents regarding, attend and participate in meetings regarding, all inquiries, audits and reports conducted under this contract including but not limited to those that are conducted in accordance with:</p> <ul style="list-style-type: none"> <li>• The annexures hereto;</li> <li>• Section 31 and/or 32 of the Act, its regulations and Construction Regulations 2014 following any incident involving the <i>Consultant</i> and/or sub-Consultant and/or their employees.</li> </ul>
	Z.5.10	The <i>Consultant</i> shall notify the <i>Client</i> in writing of all inquiries, injuries, audits, reports, investigations, complaints or criminal charges which may arise pursuant to the <i>services</i> provided under this contract.
	Z.5.11	The <i>Client</i> shall, at all times during the provision of the <i>service</i> and for a period of 2 years thereafter, have the right to access and inspect any part of the Site/ <i>service</i>

		and all documents, reports, designs, specifications whatsoever that are prepared pursuant to providing the <i>service</i> or any clause in this contract.
<b>Clause Z.6</b>		<b><u>Consultant's Recovery Plan</u></b>
	Z.6.1	<p>Where actual progress is not in accordance with the most current Accepted Programme/<i>completion date</i> or where the <i>Client</i> is of the opinion that the <i>Consultant</i> will not achieve Completion on the date stated in the most current Accepted Programme/<i>completion date</i>, the <i>Consultant</i> shall prepare a Recovery Plan within 24h of receipt of an instruction from the <i>Client</i> or his agent requesting such a Recovery Plan, detailing:</p> <ul style="list-style-type: none"> <li>• <u>The <i>Consultant's</i> plan to ensure that the <i>service</i> will achieve Completion on the date stated in the most current Accepted Programme/<i>completion date</i>;</u></li> <li>• <u>All additional resources that will be utilised by the <i>Consultant</i> to ensure that he achieves Completion on the date so stated;</u></li> <li>• <u>Any other information that the <i>Client</i> may require.</u></li> </ul>
<b>Clause Z.7</b>		<b>Payment</b>
	Z.7.1	Within one week of receiving a payment certificate from the <i>Client</i> , the <i>Consultant</i> provides the <i>Client</i> with a tax invoice in accordance with the <i>Client's</i> required procedures, showing the amount due for payment equal to that stated on the payment certificate.
	Z.7.2	Should the <i>Consultant</i> not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Client</i> is to make payment is extended by a period equal in time to the delayed submission of the correct tax invoice.
	Z.7.3	The <i>Consultant</i> shall comply with the requirements of the Value Added Tax Act, 89 of 1991 (as amended or replaced) and shall include the <i>Client's</i> VAT number on each invoice that he submits for payment.
<b>Clause Z8</b>		<b>Ethics</b>
	Z8.1	<p>For the purposes of this Z-clause, the following definitions apply:</p> <p><b>Affected Party</b> means, as the context requires, any party, irrespective of whether it is the Contractor or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,</p> <p><b>Collusive Action</b> means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,</p> <p><b>Committing Party</b> means, as the context requires, the <i>Contractor</i>, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,</p> <p><b>Corrupt Action</b> means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,</p> <p><b>Fraudulent Action</b> means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,</p> <p><b>Obstructive Action</b> means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and</p> <p><b>Prohibited Action</b> means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.</p>

	Z8.2	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
	Z8.3	<p>The Client may terminate the Contractor's obligation to Provide the Service if a Committing Party has taken a Prohibited Action and the Contractor did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the Client has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the Client can terminate the Contractor's obligation to Provide the Services for this reason.</p> <p>If the Client terminates the Contractor's obligation to Provide the Services for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.</p>
	Z8.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Client does not have a contractual bond with the Committing Party, the Contractor ensures that the Committing Party co-operates fully with an investigation.
	Z8.5	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as a Prohibited Action such as an inducement or reward for the award or in execution of this contract, including Fronting as referenced in Sub-Clause Z3.1.3, constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
	Z8.6	Such Prohibited Action include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Client</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from an approved vendor data base of the <i>Client</i> as a consequence of such Prohibited Action.
<b>Clause Z9</b>		<b>Confidentiality</b>
	Z9.1	<p>Both Parties agree that in the course of the contract they shall exchange information between them and that they wish to protect the confidentiality of such information.</p> <p>Accordingly, for this clause, the "Discloser" shall mean the Party disclosing Information and the "Recipient" shall mean the Party receiving Information.</p> <p>"Information" shall mean all commercial, financial, technical, operational or other information appertaining to the Service and arising out of or in relation to the Contract (including without limitation all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations, demonstrations etc.) as have been or may be disclosed or otherwise made available by the Discloser to the Recipient or to any person on the Recipient's behalf or to which the Recipient or any person on the Recipient's behalf has been granted access to (any such disclosure, availability or granting of access being referred to in this Agreement as "disclosure"), but shall exclude any such information which:</p> <p>(a) prior to disclosure was in the possession of the Recipient, as evidenced by the written records of the Recipient, and which the Recipient was entitled to use; or</p> <p>(b) at the time of disclosure the Information is in the public domain other than by reason of a breach of duty or of this Contract; or</p> <p>(c) after disclosure is received by the Recipient in good faith from a third party who is under no obligation of confidence in relation thereto or becomes generally available to third parties by publication or otherwise, other than by reason of a breach of duty or of this Agreement; or</p>

		(d) the Discloser is compelled to disclose by virtue of a court order or tribunal
	Z9.2	Any disclosure of Information shall be solely for the purpose of the performance of the Contract and the Service and the Recipient shall not use nor permit nor cause others to use Information for any other purpose without the prior written consent of the Client.
	Z9.3	The <i>Consultant</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information noted in the clause above. Should the <i>Consultant</i> disclose information to Others in terms of clause 25.1, the <i>Consultant</i> ensures that the provisions of this clause are complied with by the Client.
	Z9.4	If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as confidential until notified otherwise by the <i>Project Manager</i> .
<b>Clause Z10</b>		<b>Intellectual Property</b>
	Z10.1	Subject to each Party retaining title to its own Intellectual Property prior to the contract date, title to, copyright in and other Intellectual Property rights in any documents or other property created by the Consultant for or in connection with the Works vests in the Client on creation and the Consultant hereby cedes and assigns all such rights to the Client with effect from the date of creation vesting such Intellectual Property in the Client.
	Z10.2	The Client grants the Consultant a revocable license to use the Intellectual Property for the purposes of Providing the Works for the contract period.
	Z10.3	Unless otherwise agreed by the Parties, the Consultant grants to the Client a non-exclusive, perpetual, irrevocable, royalty free license to use any of the Consultant's Intellectual Rights, obtained prior to this contact, in connection with the Works and this contract.
	Z10.4	All Intellectual Property created, enhanced or improvement arising from Providing the Works or from or in connection to the contract exclusively vests in the Client.
	Z10.5	If the Client is prevented from receiving the Works or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the Consultant must, at its cost, take all reasonable steps necessary to procure for the Client the right to receive the Works or the relevant part thereof for its intended purpose.
	Z10.6	<b>Modification or replacement of the Works</b>  If the Consultant fails to procure the necessary rights in accordance with this clause within a reasonable time, the Client may direct the Consultant, at the Consultant's cost, to promptly (i) amend the Works or the relevant part thereof to avoid the infringement of Intellectual Property rights; or (ii) replace the Works or the relevant part thereof with Works that do not infringe Intellectual Property rights.

## SCOPE

1.	<p>Purpose of scope</p> <p>Provide a brief summary of why the services are being commissioned and what they will be used for:</p>	To conduct an Environmental Screening in preparation for the installation of solar PV systems, water saving and a biodiversity rich landscape plan, and waste management systems, on the DBSA Campus in Midrand, as detailed further in this document. Refer to Terms of Reference Section 3 of this document.
2.	<p>Description of the services</p> <p>Give a complete and precise description of what the consultant is required to do. If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided:</p>	To conduct an Environmental Screening in preparation for the installation of solar PV systems, water saving and a biodiversity rich landscape plan, and waste management systems, on the DBSA Campus in Midrand, as detailed further in this document. Refer to Terms of Reference Section 3 of this document.
3.	<p>Existing information</p> <p>List existing information which is relevant to the services. This can include documents which the consultant is to further develop:</p>	Refer to Terms of Reference Section 3 of this document.
4.	<p>Specifications and standards</p> <p>List any specifications and standards that apply to this contract:</p>	Refer to Terms of Reference Section 3 of this document.
5.	<p>Constraints on how the Consultant is to provide the services</p> <ul style="list-style-type: none"> <li>• State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the Client</li> <li>• Set out any requirements for a quality management system.</li> <li>• Include a dispute resolution procedure, if required.</li> </ul>	Refer to Terms of Reference Section 3 of this document. The dispute resolution procedure is as stipulated in Contract Data above.
6.	<p>Requirements for the programme</p> <p>State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated:</p>	<p>A programme is required in MS Projects or similar approved format.</p> <p>It must indicate the sequence of work to be undertaken, time frames, start date, milestones, completion date, etc.</p> <p>Work to be completed within timelines indicated in Refer to Terms of Reference Section 3 of this document.</p> <p>The programme is to be submitted to the Client upon appointment and updated monthly or as required upon Client instruction.</p>
7.	<p>Information and other things provided by the Client</p>	Refer to Terms of Reference Section 3 of this document.

	Describe what information and other things the Client is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the Client's information technology systems.	
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Refer to the scope of work as detailed in the Terms of Reference Section 3 of this document.

**Fees and Assumptions**

**FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

**FORM OF OFFER**

**THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER**

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

**RFQ072/2023: Professional Service Provider to Conduct an Environmental Screening for Installation of Solar PV Systems and Greening of the DBSA Campus in Midrand.**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS**

.....

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

**Signature(s)** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**For the**  
***Tenderer*** \_\_\_\_\_  
**(Name and address of organisation)**

**Name and**  
**signature of**  
**witness** \_\_\_\_\_ **Date** \_\_\_\_\_



**BIDDER'S DISCLOSURE****a. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**b. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:  
.....  
.....
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/NO**

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- If so, furnish particulars:

.....  
 .....

• **DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....	.....
Position	Name of bidder

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

•

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

• **GENERAL CONDITIONS**

- The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- - a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
- Points for this bid shall be awarded for:
  - i. Price; and
  - ii. B-BBEE Status Level of Contributor.
- The maximum points for this bid are allocated as follows:

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

- Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

• **DEFINITIONS**

- **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- **“prices”** includes all applicable taxes less all unconditional discounts;
- **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## • POINTS AWARDED FOR PRICE

### ○ THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**90/10** **80/20** **or**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

- **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- **BID DECLARATION**

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

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

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

- **SUB-CONTRACTING**

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

(*Tick applicable box*)

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

- If yes, indicate:

i. What percentage of the contract will be subcontracted.....%

- ii. The name of the sub-contractor.....
- iii. The B-BBEE status level of the sub-contractor.....
- iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

• **DECLARATION WITH REGARD TO COMPANY/FIRM**

- Name of company/firm:.....
- VAT registration number:.....
- Company registration number:.....
- TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

- COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

- Total number of years the company/firm has been in business:.....
- I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - The information furnished is true and correct;
  - The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - 1.1. disqualify the person from the bidding process;
    - 1.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - 1.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - 1.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - 1.5. forward the matter for criminal prosecution.

WITNESSES

- .....
- .....

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

DATE:

ADDRESS



• **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

• **PART 1 (TO BE FILLED IN BY THE BIDDER)**

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
  - Bidding documents, viz
    1. Invitation to bid;
    2. Tax clearance certificate;
    3. Pricing schedule(s);
    4. Technical Specification(s);
    5. Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    6. Declaration of interest;
    7. Declaration of bidder's past SCM practices;
    8. Certificate of Independent Bid Determination
    9. Special Conditions of Contract;
      - General Conditions of Contract; and
      - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

WITNESSES

1 .....

a) .....

DATE: .....

DATE .....

## SBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

#### • PART 2 (TO BE FILLED IN BY THE PURCHASER)

- a) I ..... in my capacity  
as .....  
accept your bid under reference number ..... dated ..... for the  
supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- b) An official order indicating delivery instructions is forthcoming.
- c) I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)		DELIVER Y PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES
• .....
• .....

WITNESSES
• .....
• .....

## **Annexure E**

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

**Where Applicable, Bidders are required to include, as Annexure H to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria.**

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

**TAX COMPLIANT STATUS AND CSD REGISTRATION REQUIREMENTS**

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

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

<b>CSD Registration Number:</b>	
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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