

## REQUEST FOR PROPOSALS

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA</b>	
<b>BID NUMBER:</b>	<b>RFP 020/2025</b>
<b>ISSUE DATE</b>	<b>20 MAY 2025</b>
<b>COMPULSORY BRIEFING DATE</b>	<b>29 MAY 2025 @ 11h00am</b> <a href="#"><u>RFP020/2025 TENDER BRIEFING SESSION LINK</u></a>
<b>CLOSING DATE:</b>	<b>11 JUNE 2025 @ 23h55</b>
<b>CLOSING DATE AND TIME FOR SUBMISSION LINK REQUESTS:</b>	<b>Closing time for the OneDrive Link submissions – 06 JUNE 2025 AT 16h00</b> (Telkom Time) on the day of the stipulated dates shown above.
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	<b>APPOINTMENT OF A PSP TO DRIVE RECOMMENDATIONS OF CSP2 MINIBUS TAXI (MBT) REFORM RESEARCH THAT ENHANCE THE EFFICIENCY, SUSTAINABILITY AND SOCIO-ECONOMIC VALUE OF THE MBT INDUSTRY AT NATIONAL AND CITY LEVEL FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (CSP)</b>
<b>RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY</b>	<ul style="list-style-type: none"> <li>a) Bidders are required to request for a submission link.</li> <li>b) Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit.</li> <li>c) No Emailed responses to accepted.</li> <li>d) Bidders are to ensure the documents being loaded are <b>correct</b> and <b>accurate</b> - once they are loaded, they cannot be accessed again or deleted.</li> <li>e) If incorrect documents are loaded, the new document loaded must include the wording "Corrected".</li> <li>f) Only Files can be loaded, not folders.</li> </ul>

	<p>g) As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder.</p> <p>h) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link.</p> <p>i) Once documents have been loaded, the Bidder will receive a confirmation email of the upload.</p> <p>j) Uploading of submission must be in the structure and order as prescribed in this tender and <b>MUST BE LABELLED CORRECTLY.</b></p> <p>k) No assistance will be provided to Bidders after hours.</p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	

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## PART A: INVITATION TO BID

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

**BID NUMBER:** RFP 020 /2025

**CLOSING DATE:** 11 JUNE 2025

**CLOSING TIME:** 23H55

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### DESCRIPTION:

**APPOINTMENT OF A PSP TO DRIVE RECOMMENDATIONS OF CSP2 MINIBUS TAXI (MBT) REFORM RESEARCH THAT ENHANCE THE EFFICIENCY, SUSTAINABILITY AND SOCIO-ECONOMIC VALUE OF THE MBT INDUSTRY AT NATIONAL AND CITY LEVEL FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (CSP)**

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The successful Bidder will be required to conclude a service level agreement with the DBSA  
Bidders should ensure that Bids are loaded on the one drive timeously as reflected on the cover page of this document.

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

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

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

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

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>	
<b>POSTAL ADDRESS:</b>	
<b>STREET ADDRESS:</b>	
<b>CONTACT PERSON (FULL NAME):</b>	

<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>TAX PIN CERTIFICATE SUBMITTED?</b>	<b>YES</b>		<b>NO</b>	
<b>BBBEE CERTIFICATE SUBMITTED?</b>	<b>YES</b>		<b>NO</b>	
<b>REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b>	<b>YES</b>		<b>NO</b>	
<b>FULL NAME OF AUTHORISED REPRESENTATIVE:</b>				
<b>CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:</b>				
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE:</b>				
<b>DATE OF SIGNATURE</b>				

## PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Folder 1 and Folder 2 must be separated into Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Specifications, Conditions of tender and Undertakings by Bidder
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> Tax Requirement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> SBD 4 Bidder's Disclosure
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD6.1: Broad Based Black Empowerment Status Level Certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> Registration Certificates/ Agreements/ Identity Documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G (if applicable):</b> Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H:</b> General Conditions of Contract
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure I:</b> Proof of Registration With CSD
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure J:</b> Tender Brief Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure K:</b> Certificate of Authority for Signatory
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure L:</b> Joint Venture/ Consortium Disclosure Form
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure M:</b> Record of Addenda to Tender Documents

<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure N:</b> Declaration of Default and Termination
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure O:</b> Service Provider Code of Conduct
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure P:</b> RFP Declaration Form
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure Q:</b> Enterprise Questionnaire
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure R:</b> Certificate of Acquaintance with Tender Document
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure S:</b> Workmen's Compensation Registration (COIDA)
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure T:</b> Unemployment Insurance Fund Certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure U:</b> Financial Standing/Bank Rating



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

### 1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 0 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPR 2022.
- 1.17 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

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

## **2. INTERPRETATIONS**

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

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

## **3. TENDER MANAGER**

The Tender Manager is:

**NOMA RAKOMA**

DBSA Supply Chain Unit

Email: [nomascm@dbsa.org](mailto:nomascm@dbsa.org)

No questions will be answered telephonically.

#### 4. SUBMISSION OF TENDERS

##### 4.1 No Hardcopies of Tenders are to be submitted/ Only Electronically

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

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

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

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

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

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

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

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

#### 6. STATUS OF REQUEST FOR PROPOSAL

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

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

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

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

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

## **9. REPRESENTATIONS**

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

## **10. CONFIDENTIALITY**

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

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

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

## **12. UNAUTHORISED COMMUNICATIONS**

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

## **13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

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

#### **14. ANTI-COMPETITIVE CONDUCT**

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

#### **15. COMPLAINTS ABOUT THE TENDERING PROCESS**

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

## **16. CONFLICT OF INTEREST**

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

## **17. LATE BIDS**

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

## **18. BIDDER'S RESPONSIBILITIES**

- 18.1 Bidders are responsible for:
  - 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

- 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
  - 18.1.3 ensuring that their Bids are accurate and complete;
  - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
  - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
  - 18.1.6 submitting all Compulsory Documents.
- 18.2 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.3 Failure to provide the required information may result in disqualification of the Bidder.

## **19. PREPARATION OF BIDS**

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

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

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



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

## **21. OBLIGATION TO NOTIFY ERRORS**

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

## **22. RESPONSIBILITY FOR BIDDING COSTS**

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

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

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

## **24. USE OF BIDS**

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

## **25. BID ACCEPTANCE**

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

## **26. EVALUATION PROCESS**

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

### **26.1.1 FIRST STAGE – RESPONSIVENESS -COMPLIANCE CRITERIA**

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

### **26.1.2 SECOND STAGE – FUNCTIONAL EVALUATION**

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score **75** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

### **26.1.3 THIRD STAGE – PRICE AND PREFERENTIAL POINTS**

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

### **26.1.4 FOURTH STAGE – RISK ANALYSIS**

- 26.1.4.1 Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following

points listed as “**Other Objective Criteria**” in terms of the PPR 2022, in order to ascertain suitability for award.

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

### 26.3 **FIRST STAGE: RESPONSIVENESS**

#### **PART A: PRE-QUALIFIERS – FAILURE TO COMPLY WITH THE BELOW WILL LEAD TO DISQUALIFICATION**

Responsiveness Criteria		Prequalifying Criteria
1	Attendance of <b>Compulsory Online Tender Briefing</b>	Pre-Qualifier
2	Completed and signed <b>Declaration of Default and Termination</b>	Pre-Qualifier
3	Adherence to the 2-Folder submission.  <b>Folder 1: Technical Proposal</b> <b>Folder 2: Price Proposal</b>  NOTE: Bidders must ensure that the technical response and price details are separated	Pre-Qualifier

#### **PART B: RESPONSIVENESS**

- Tenderers who do not adhere to the response time indicated for clarification inquiries by the employer shall be deemed non-responsive and not be evaluated further.

Responsiveness Criteria		Clarification Time
1	Adherence to the Standard Conditions of Tender as required. (No deviations, qualifications, and alternatives).	48 hours
2	Returnable documents completed and signed.	48 hours
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered in order to do business with the DBSA.	48 hours
4	A <b>Tax Pin</b> issued by SARS.	48 hours
5	Proof of Professional Indemnity Insurance to the value of R 1 000 000.00 per claim.	48 hours
6	<b>SANAS approved BBBEE Certificate/ Affidavit.</b> (Consortiums, Joint Venture Companies and Partnership must submit a <b>consolidated</b> BBBEE Certificate) Non-response to clarification will result in bidder <b><u>scoring 0 points for Price and preference.</u></b>	48 hours

## 26.4 SECOND STAGE: FUNCTIONAL CRITERIA

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

### Technical experience summary

Category	Functionality Criteria	Point (Minimum)	Point (Maximum)
1.	Skills and Qualifications	N/A	50
2.	Company Track record and experience	N/A	20
3.	Methodology for the proposal including a timelined project plan	N/A	30
	<b>TOTAL SCORE</b>	<b>75</b>	<b>100</b>

A minimum point of **75** of **100** must be scored overall.

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	WEIGHTING (%)
1.	KEY EXPERTS	SCORING	50
1.1	Project Lead Specialist	Scoring	15
1.1.1	Post Graduate degree (NQF level 8)	<b>Qualification Points:</b> <ul style="list-style-type: none"> <li>3 points = Doctor's Degree</li> <li>2 points = Master's Degree</li> <li>1 point = Honors Degree/ Post Graduate diploma</li> <li>0 = No documentary evidence of a post graduate degree.</li> </ul> <p><b>Include <u>certified</u> proof of qualification. Date of certification to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be regarded as <u>non-responsive</u> and will be allocated a score of 0.</b></p>	
1.1.2	<p>The Project Lead Specialist must have at least 10 years of proven experience having led multi-disciplinary teams in transport planning projects. Must be proficient in at least 1 South African indigenous language and have experience in leading and conducting negotiations and engagements with the minibus taxi (MBT) industry.</p> <ul style="list-style-type: none"> <li>List of all relevant and successful projects undertaken and role played must be</li> </ul>	<b>Years of Experience Points:</b> <ul style="list-style-type: none"> <li>6 points = 15 years and above</li> <li>3 points = 10 years to 14 years and 11 months</li> <li>0 = less than 10 years</li> </ul> <p><b>Experience in successfully leading multi-disciplinary teams in projects in transport planning, with emphasis on MBT sector engagement and proficiency in at least 1 South African indigenous language:</b></p>	

<p>included in the CV. Use CV the template in Annexure 1.</p>	<ul style="list-style-type: none"> <li>• 6 points = 5 projects and above, and proficient in at least 1 South African indigenous language.</li> <li>• 4 points = 3 projects and above, and proficient in at least 1 South African indigenous language.</li> <li>• 2 points = 1 project and above, and proficient in at least 1 South African indigenous language.</li> <li>• 0 = Has experience in public transport projects but does not speak any South African indigenous language fluently</li> <li>• 0 = No experience in public transport projects, but able to speak any indigenous language fluently</li> <li>• 0 = No experience in public transport projects and does not speak any indigenous language fluently</li> </ul>	
<p><b>NOTE: Failure on the part of the Project Lead Specialist to score at or above the minimum threshold of 6 points will lead to the disqualification of the bidder and the rejection of the bid in its entirety.</b></p>		
1.2 Transport Engineer	Scoring	10
<p>1.2.1 Bachelor's degree or higher in Civil Engineering with Professional registration.</p> <p>Evidence of ECSA professional registration as a Professional Engineer is required.</p>	<p><b>Qualification Points:</b></p> <ul style="list-style-type: none"> <li>• 3 points = Master's Degree</li> <li>• 2 points = Honors Degree</li> <li>• 1 point = Bachelor's Degree</li> <li>• 0 = No documentary evidence of bachelor's degree and/or professional registration (or valid practice number)</li> </ul> <p><b>Include <u>certified</u> proof of qualification and registration. Date of certification to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be allocated a score of 0.</b></p>	

<p>1.2.2 Must have at least <b>10 years</b> of relevant experience in transport planning, with emphasis on public transport projects, specifically in working with the MBT industry.</p> <p>Proven experience in having completed public transport projects involving the MBT sector which includes engagements with the MBT industry and a deep understanding and knowledge of the MBT sector and an understanding of the government mandates and funding environment.</p> <p>List of all relevant and successful projects undertaken, and role played must be included in the CV. Use CV the template in Annexure 1</p>	<p><b>Years of Experience Points:</b></p> <ul style="list-style-type: none"> <li>• 4 points = 15 years and above</li> <li>• 2 points = 10 years to 14 years and 11months</li> <li>• 0 = less than 10 years</li> </ul> <p><b>Experience in successfully completed projects in transport planning, with emphasis on public transport and MBT sector involvement:</b></p> <ul style="list-style-type: none"> <li>• 3 points = 5 projects and above</li> <li>• 2 points = 3 - 4 projects</li> <li>• 1 point = 1 - 2 projects</li> <li>• 0 = No experience in public transport projects.</li> </ul>	
<p><b>1.3 Legal Expert</b></p>	<p><b>Scoring</b></p>	<p><b>11</b></p>
<p>1.3.1 Appropriate Legal Qualification(s) Evidence of Professional Registration (Admitted attorney)</p>	<p><b>Qualification Points:</b></p> <ul style="list-style-type: none"> <li>• 3 points = Masters (NQF 9)</li> <li>• 2 points = Postgraduate LLB (NQF 8)</li> <li>• 1 point = Legal Degree (NQF 7)</li> <li>• 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate.</li> </ul> <p><b>Include <u>certified</u> proof of qualification. Date of certification to be no later than 3 months before bid closing date. If documentation is not certified, bidder <u>will</u> be allocated a score of 0.</b></p>	
<p>1.3.2 Must have at least <b>10 years</b> of relevant legal and regulatory experience in the transport sector including experience in public transport transition.</p> <p>A track record of providing advisory services including drafting and negotiating agreements/Commercial agreements (including PPP's), Project Finance.</p> <p>List of all relevant projects undertaken and role played must be included in the CV. Use CV Template in Annexure 1</p>	<p><b>Years of Experience Points:</b></p> <ul style="list-style-type: none"> <li>• 3 points = 15 years and above</li> <li>• 2 points = 10 years to 14 years and 11months</li> <li>• 0 = less than 10 years</li> </ul> <p><b>Experience in public transport advisory services including drafting and negotiating agreements/Commercial agreements (including PPPs):</b></p> <ul style="list-style-type: none"> <li>• 5 points = 5 projects and above</li> <li>• 3 points = 3 - 4 projects</li> <li>• 1 point = 1 - 2 projects</li> <li>• 0 point = No experience in public transport projects</li> </ul>	

1.4 Business Development Specialist	Scoring	14
<p>1.4.1 Relevant Bachelor's degree in Commerce/ Economics/ Business Administration/ Science/ Engineering or quantitative degree</p> <p>Evidence of professional registration is required from an accredited body such as: SAICA, CA(SA), SAIPA, CIMA, IIA SA, ESSA, ECSA, SACNASP</p>	<ul style="list-style-type: none"> <li>• 3 points = Masters and above (NQF 9)</li> <li>• 2 points = Honours Degree (NQF 8)</li> <li>• 1 point = Degree (NQF 7)</li> <li>• 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</li> </ul> <p><b>Include <u>certified</u> proof of qualification. Date of certification to be no later than 3 months before bid closing date. If documentation is not certified, bidder <u>will</u> be allocated a score of 0.</b></p>	
<p>1.4.2 Must have at least <b>10 years</b> of relevant experience in business development, financial modelling or enterprise development within the transport sector.</p> <p>Must demonstrate the following skills and experience:</p> <ul style="list-style-type: none"> <li>- His/her experience in achieving financial close/business plan development/ investment cases and/or business incubation.</li> <li>- An ability to lobby for credit/ business enhancement including a mechanism from the National Treasury or any other private guaranteed mechanism.</li> <li>- Project and business finance expertise</li> <li>- Ability to conduct market and budget analysis</li> <li>- Understanding and knowledge of financial/business modelling/business plan development and ability to develop and interrogate financial models</li> <li>- Knowledge/understanding of PPP Regulations</li> </ul> <p>List of all relevant projects undertaken and role played must be included in the CV. Use CV Template in Annexure 1.</p>	<p><b>Years of Experience Points:</b></p> <ul style="list-style-type: none"> <li>• 5 points = 15 years and above</li> <li>• 4 points = 10 years to 14 years and 11months</li> <li>• 0 = less than 10 years</li> </ul> <p><b>Experience in achieving financial close/ business development/ investment cases and/or business incubation, Project and business finance expertise, Understanding and knowledge of financial/ business modelling and ability to develop and interrogate financial models:</b></p> <ul style="list-style-type: none"> <li>• 6 points = 5 projects and above</li> <li>• 4 points = 3 - 4 projects</li> <li>• 2 points = 1 - 2 projects</li> <li>• 0 = no experience in business development projects</li> </ul>	

**Any of the above technical specialists may fulfil the role of project lead and will be evaluated accordingly.**

**Company Track Record and Experience (20 Points)**

Demonstrated commitments of the service provider in the areas outlined above. The respondent's proposal will be scored as follows:

2.	BIDDER'S EXPERIENCE	SCORING	20
2.1	The Bidding Entity show proven experience in achieving project success and completion through the implementation of various government funded public transport projects, highlighting the team's understanding of the government environment, the roles and responsibilities of various government departments and the subsidy framework within the public transport industry.	<b>10 points</b> = Total projects are greater than 8 government funded unique public transport projects <b>5 points</b> = Total projects have 3 - 7 government funded unique public transport projects <b>1 point</b> = Total projects have less than 3 government funded unique public transport project. <b>0 points = No evidence of any government funded public transport project</b>	
2.2	The Bidding Entity must provide projects where work of a similar nature (involving MBT reform and industry transition) has been completed: Include the name of the client, project duration, value, and client references in Annexure 2	<b>10 points</b> = 5 projects and above <b>5 points</b> = 3 - 4 projects <b>1 point</b> = less than 3 projects <b>0 point</b> = No evidence of any projects involving MBT reform or industry transition <b>Failure to include the name of the client, project duration, project value AND client reference will result in a 0 score.</b>	

**Methodology for the proposal including the project plan (30 Points)**

The proposal will need to display and illustrate how the service provider will tackle the areas of work identified and delivery of the stated outputs under the detailed activities section. The scoring on methodology will be as follows:

3.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY	SCORING	30
3.1	<b>Comprehension, Approach, and Methodology:</b> <b>The proposal:</b> <ul style="list-style-type: none"> <li>- Demonstrates a thorough understanding of the Terms of Reference (TOR) and transport projects. Understands the local contextual environment. Demonstrate experience in undertaking projects in the public transport sector, MBT engagements, government environment and business development experience</li> <li>- Shows a clear analysis of key challenges and risks associated with the project and provides proposals to address each of these.</li> <li>- Demonstrate innovative approach, and provide suggested amendments,</li> </ul>	<b>Points:</b> <b><u>Full understanding of methodology and contextual environment = 30 POINTS</u></b> Addresses all requirements, demonstrates a sound understanding of project, associated risks and included value add innovations. Understand the contextual environment. <b><u>Satisfactory understanding of methodology = 20 POINTS</u></b> Addresses all requirements, demonstrates a sound understanding of project and contextual environment, associated risks indicated, however, did not include value-add innovations or improvements on the scope. <b><u>Basic methodology i.e. proposal not innovative = 10 POINTS</u></b> Addresses most areas of requirements but is generic and does not convey an understanding of project and associated risks.	



	<p>additions, or improvements to the proposed scope.</p> <ul style="list-style-type: none"> <li>- Establish a work plan and timelines (Gantt Chart) for the execution of the scope.</li> <li>- Demonstration of staffing proposal in line with requirements of the Terms of Reference and methodology proposed by the bidder plus a team organogram detailing the experience and roles of key personnel and supporting team members. (5 points)</li> <li>- The lead experts/ specialists must be supported by the team with at least experience in ICT, Stakeholder management, Marketing and communication, and Change management. (5 Points)</li> </ul> <p><i>Staffing proposal must offer concrete steps to ensure meaningful participation of members of the team, including mentoring, training, and skills transfer within the team.</i></p>	<p><b><u>Poor methodology, i.e. weak project plan and no understanding of the environment = 5 POINTS</u></b></p> <p>Partially addresses requirements, but no understanding of the contextual environment (i.e., scope is not fully addressed, or schedule and timeframes are not reasonable): or Does not address the requirement and is not detailed.</p> <p><b><u>No methodology submitted = 0 POINTS</u></b></p>	
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## 26.5 **THIRD STAGE: FINANCIAL OFFER AND PREFERENCE**

- i. Those Bidders which have passed the initial stages of the tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.
- ii. The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP.
- iii. Points will be allocated to Bidders at this stage of the evaluation, as follows:
 

Price points	<b>80</b>
Specific Goals (namely, BBBEE status level of contributor)	<b>20</b>

### iv. **Price points**

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

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

Where:

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

v. **Preferential procurement points**

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

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

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

**Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for specific goals (out of 20). The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and specific goals (unless there is a basis for selecting a different successful Bidder).

**26.6 FOURTH STAGE: RISK ANALYSIS & OTHER OBJECTIVE CRITERIA**

- 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. Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-

performance, has been remedied to the satisfaction of the DBSA.

- ix. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x. 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 (CIDB Inform Practice Note #5).
- xi. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xii. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.
- xiii. The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.
- xiv. The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.
- xv. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.
- xvi. Use of adherence to the stipulated requirement of **Refer to " Additional Conditions to Tender "**. as Objective Criteria.

## **27 STATUS OF BID**

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

27.2 A Bid must not be conditional on:

- 27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 27.2.4 the Bidder obtaining the consent or approval of any third party; or
- 27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

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

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

## **28 CLARIFICATION OF BIDS**

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

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

## **29 DISCUSSION WITH BIDDERS**

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

## **30 SUCCESSFUL BIDS**

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

## **31 NO OBLIGATION TO ENTER INTO CONTRACT**

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

## **32 BIDDER WARRANTIES**

32.1 By submitting a Bid, a Bidder warrants that:

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

## **33 DBSA'S RIGHTS**

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

- 33.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 33.1.3 vary or extend any time or date specified in this RFP
- 33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 33.1.5 require additional information or clarification from any Bidder or any other person;
- 33.1.6 provide additional information or clarification;
- 33.1.7 negotiate with any one or more Bidder;
- 33.1.8 call for new Bid;
- 33.1.9 reject any Bid received after the Closing Time; or
- 33.1.10 reject any Bid that does not comply with the requirements of this RFP.

## **34 GOVERNING LAWS**

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

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

34.3 All Bids must be completed using the English language and all costing must be in South African Rand.

## 35 MANDATORY QUESTIONS

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

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

### 35.1.1

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

### 35.1.2

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

### 35.1.3

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

**35.1.4**

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

**35.1.5**

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

**35.1.6**

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

**35.1.7**

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

**35.1.8**

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

**35.1.9**

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

**35.1.10**

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

**35.1.11**

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

**35.2**

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

**35.2.1**

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

**35.2.2**

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



### 35.2.3

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

### 35.2.4

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

### 35.2.5

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

**35.2.6**

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

**35.2.7**

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

**35.2.8**

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

**35.2.9**

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

**35.2.10**

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

**35.2.11**

Evaluation of Bids shall be performed by an evaluation panel established by The DBSA. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BEE (according to the PPR 2022) is 20.	<b>Accept</b>	<b>Do not accept</b>

**35.2.12**

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

**35.2.13**

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

**35.2.14**

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

**35.2.15**

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

35.2.16

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.	<b>Accept</b>	<b>Do not accept</b>
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Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

.....  
.....

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

Cell Number:.....

Email Address:.....

## PART D: TERMS OF REFERENCE & PROJECT BRIEF

### TERMS OF REFERENCE

**APPOINTMENT OF A PSP TO DRIVE RECOMMENDATIONS OF CSP2 MINIBUS TAXI (MBT) REFORM RESEARCH THAT ENHANCE THE EFFICIENCY, SUSTAINABILITY AND SOCIO-ECONOMIC VALUE OF THE MBT INDUSTRY AT NATIONAL AND CITY LEVEL FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (CSP)**

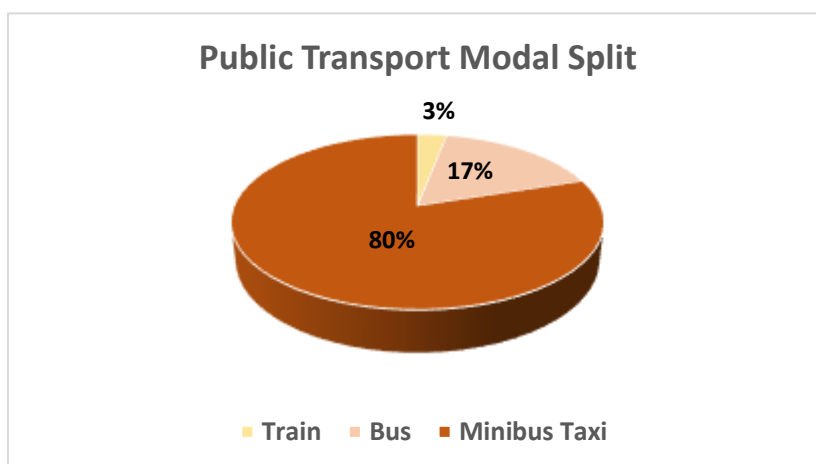
#### 1. PURPOSE

To take forward the recommendations of the CSP2: Minibus Taxi (MBT) Reform research, in conjunction with the process followed in the DBSA Transforming Transit South Africa (TTSA) project, to enhance the efficiency, sustainability and socio-economic value of the MBT industry at national and city level.

#### 2. BACKGROUND TO THIS TERMS OF REFERENCE

The minibus taxi (MBT) industry plays a crucial role in the South African transportation landscape, serving as a primary mode of transit for millions of citizens. However, its “informal” nature and associated challenges have prompted the need for innovative strategies to formalise and optimise its operations. Over the years the industry has evolved to compete with the highly regulated and subsidised bus and rail services. The industry has displayed great levels of resilience and innovation in the face of shifting political and socio-economic conditions and has become the dominant mode of public transport in South Africa. However, the industry is plagued with violence, bad driver behaviour, unroadworthy vehicles endangering passenger and other road users and low financial margins (CSP2). The government of South Africa has for many years been experiencing pressure from a wide spectrum of stakeholders to improve the performance of the industry through some sort of reform or regulation.

Results from the NHTS, conducted by Statistics South Africa from January 2020 to March 2020, showed that the general patterns of public transport users have changed significantly between 2013 and 2020. There has been a general increase in households who used MBTs (from 9,8 million to 11,4 million). The proportional share of the different public transport modes changed across this time period, with 80,2% of these being public transport trips made by taxi (68% in 2013), 17% by bus (20% in 2013) and 3% by train (13% in 2013).



Source: NHTS 2020

To date, municipalities have had little influence over the minibus taxi industry (which receives its operating licences directly from provincial government). The taxi industry also contributes to the economy and a need to ensure that the taxi industry is formalised, safe and financial sustainable is important. Furthermore, over 80% of citizens perceive to have access to only a taxi service and even taxis travel long distances by international

standards and given low incomes it means even a taxi with an informal sector cost structure ends up costing citizens over 20% of disposable income as opposed to the 1996 White Paper target of under 10%.

### **3. CITIES SUPPORT PROGRAMME WORK ON MBT REFORM**

#### **3.1 COMPLETED WORK**

##### **3.1.1 MBT Reform project**

Between January 2022 and September 2023 CSP embarked on a MBT reform project, together with the 8 metropolitan cities, where research was undertaken to deepen the understanding of how MBTs can transition effectively into the Integrated Public Transport Networks (IPTNs) of cities. The aim of the project was to strengthen the inclusion of the MBT industry in the mainstream IPTN planning and operations and explore related planning and fiscal support mechanisms.

The intended outcomes of this project, at a high level, was to:

- Investigate different concepts that have contributed to the current positioning of the MBT industry into IPTN planning and implementation through the lens of both the MBT industry and Metros.
- Create an engagement platform between Metros impacted by MBT integration into IPTN planning to discuss these concepts further and find common ground with respect to the inclusion of the industry into the IPTNs; and,
- Develop an Integration Framework for inclusion of MBT into IPTNs taking into consideration the following key areas, but not limited to:
  - a) Minimum formalisation reforms for the MBT industry; and
  - b) Key enforcement and regulatory measures needed to ensure compliance.

Reflecting on the recommendations from the project, the research findings build a compelling case for recognising and endorsing the MBT industry as a significant contributor to the country's economic development objectives.

##### **3.1.2 DBSA TTSA Project**

During the last quarter of 2020 the Development Bank of South Africa (DBSA), commissioned a Project called Transforming Transit in South Africa (TTSA). The Project centered on supporting MBT Associations to introduce various business improvement efficiencies as a critical precursor to corporatisation, and, as a result, have concerted efforts on providing technical and change management support directly to MBT Associations to help them navigate the transition from "informal" operations to corporate entities. The project included the following focus areas:

- Minibus taxi formalisation,
- Regulatory data systems for MBT services,
- Modal integration through payment systems, and
- Knowledge transfer and capacity building.

Through the TTSA, the project team identified a taxi association in Pretoria as the potential candidate for corporatisation / formalisation through the launch of a pilot project.

To this end, the TTSA Project has been successful in transitioning this taxi association into a transport operating company. Additionally, the DBSA has provided loan financing at favourable terms towards the company to: (i) formalise the operations, (ii) buy new midibus taxis, and (iii) prove bankability of the corporitisation model through the Pilot Project. Furthermore, this transition allows for various improvements in the business model and operations of the service, such as:

- Improving revenue/cost ratio per vehicle in fleet
- Reducing cost of capital
- Optimising operations
- Provision of overnight staging
- Centralisation of fuelling and maintenance

Through the TTSA Project, the World Bank mobilised additional funding to support the taxi operating company and to scale the corporatisation model across the taxi association. Thus, the team is in the process of supporting the company with operating launch preparations in the following areas:

- Financial close activities;
- Vehicle procurement
- Facilities setup
- Cashless fare collection management
- Training and capacity building, and
- Systems and back-office infrastructure.

### 3.2 FURTHER CSP SUPPORT

Based on the outcomes, lessons learnt and recommendations from both the CSP and DBSA TTSA projects an opportunity exists to further enhance the MBT industry through supporting and strengthening reforms in the following areas:

- Provide an independent review of the TTSA project and identify what needs are still required through a review of the lessons learned.
- With the lessons learned from the TTSA pilot identify one project in another association/city either for piloting or implementation.
- Develop a study researching how the TTSA project translates to lowering the cost of transport to passengers
- Explore the opportunities and financing for electric vehicles in the MBT industry.
- Assist the relevant taxi association/s and city with related infrastructure to support the new operations.
- Development of a framework for operating licencing to support MBT reform and other transport operators for consideration by the PRE (Provincial Regulatory Entity).
- Identifying the steps required for the setting up of a project management unit to assess business and financial support requests from formalised MBT operators/companies in future.
- Investigate funding to lower the cost of public transport as well as MBT Association capacity support.

## 4. SCOPE OF WORKS

The CSP requires a suitably qualified service provider (team of at least 4 individuals, including the overall team lead) to take forward the recommendations of the CSP 2: MBT Reform research, in conjunction with the process followed in the DBSA TTSA project, and develop the following outputs:

- Provide a review of the TTSA project and identify what needs are still required through a review of the lessons learned.

The current DBSA procured TTSA pilot project is in implementation stage of the pilot project. The team will then undertake the monitoring of the pilot project, document the lessons learned and possibly developing a plan for scaling the project within the broader taxi association. The review will focus on identifying remaining needs and gaps by analysing the lessons learned from the project's implementation.

The service provider will be responsible for the following task:

- Data collection- through conducting interviews, review project documentation and analyse project data to gather insights on successes, challenges and areas for improvement,
- Analyse and synthesise – identify key themes, trends and patterns related to lessons learned. Offer an objective perspective on the TTSA project's achievements and areas requiring further interventions,
- Gap Analysis and needs identification – identify outstanding gaps and needs that must be addressed to enhance the project's impact and sustainability.

b) Roll-out of TTSA in other areas

While the DBSA TTSA project team initiated the project in collaboration with a taxi association in Pretoria, it has so far been implemented solely along one route of the association, serving as a pilot project. Both the World Bank Group and DBSA are eager to extend the TTSA project either within the broader taxi association or within another association in other cities.

To facilitate this roll-out it is essential to establish a clear strategy. The service provider will be responsible for conducting research and making recommendations to identify and suggest which route or association should be targeted for transformation in the next phase of a TTSA type project.

Once agreed with all project stakeholders which taxi association or area will be identified for the next roll-out, the service provider will engage with the taxi associations, MBT industry leaders and the relevant local metro where the roll-out will take place, to gather essential operational data that will inform the research outlined above.

The final deliverable for this task will be a knowledge product detailing a practical approach for the further roll-out of the TTSA project.

c) Develop a study researching how the TTSA project translates to lowering the cost of transport to passengers

Drawing from the research conducted by the Harvard University's Growth Lab (<https://growthlab.hks.harvard.edu/publications/search-transport-costs-and-labor-markets-south-africa>), it is imperative to understand the project's effectiveness in achieving its cost reduction goals, not only to the industry, but also how it translates to the passenger on the ground.

The service provider will be responsible for:

- Undertaking a literature review of existing similar projects or initiatives aimed at reducing passenger costs,
- Identify relevant methodologies and frameworks,
- Data collection and analysis of project data.

d) Explore the case and financing for electric vehicles in the MBT industry

This sub-component will include exploring the viability of introducing electric vehicles into the MBT industry and assess the policies, economic, social, and environmental impacts, including proposing financing models to support this transition.

The service provide will be responsible for:

- Policy and market analysis, including assessing the readiness of the EV market to support the MBT industry,
- Analyse operational and financial impacts of EVs on MBT operators, including cost comparisons with various alternative energy solutions,
- Identify barriers to adoption and recommend mitigation strategies,
- Develop innovative financing mechanisms tailored to the MBT sector,



- Identify potential EV suppliers and manufacturers related to MBT vehicles.

e) Assist the relevant taxi association/s and city with related infrastructure to support the new operations

The relevant city infrastructure and planning department will have to be consulted to support the operations of the pilot project through the provision of improved taxi ranks, charging facilities (where required), infrastructure for cashless ticketing, office/admin facilities, etc.

The project's scope will involve the following objectives:

- Identifying strategies for the relevant City to reduce the operational costs of the transport company, thereby enhancing the financial sustainability of the business.
- Determining how cities can expand taxi rank facilities to align with the city's developmental goals, such as mixed-use development.
- Assessing the feasibility of establishing a private-public partnership (PPP) agreement to jointly develop and operate the rank facilities in collaboration with the transport company.

To achieve these goals, the service provider will be required to conduct in-depth interviews with relevant city officials across various departments, including transport, finance, economic development, and planning. Additionally, research into PPP-type agreements will be necessary to determine the most suitable structure for this arrangement, including the potential need for a special purpose vehicle, among other considerations.

f) Development of a framework for operating licencing to support MBT reform and other transport operators for consideration by the PRE (Provincial Regulatory Entity).

The current challenge with Operating Licence (OL) applications have created a breakdown in trust and relationships between cities and the MBT sector. Although the OL application is a mandate and responsibility of the provincial departments through the PRE (Provincial Regulatory Entity), the cities are responsible for enforcing the operations of the MBT operators in their respective areas of control. Currently the PRE is struggling with a backlog of applications and in certain areas the local metros are not consulted when new applications are made and OLs are provided, which has an impact on the transport planning landscape. This task will include the development of an effective operating licence framework, look at streamlining the application process, ensure consultation with the relevant city and provincial departments and mitigation strategies to address the current backlog of OL applications. This framework will be developed in consultation with the PRE for their consideration.

The project's scope will include:

- Conducting a comprehensive assessment of the currently OL strategy and regime,
- Identify bottlenecks and challenges in the current system,
- Facilitate workshops and focus groups to discuss reform needs and potential solutions,
- Develop guidelines and criteria for the issuance, renewal and management of OLs, including the role and responsibilities of National, Provincial and local governments,
- Implementation of temporary measures to expedite the processing of pending applications,
- Possible automation of applications and application systems to support this.

g) Identifying the steps required for the setting up of a project management unit to assess business and financial support requests from formalised MBT operators/companies in future.

In parallel with the pilot project roll-out the service provider will need to identify the necessary steps for setting up a project management unit (PMU) to evaluate and manage business and financial support requests from MBT operators/companies. It is envisaged that the PMU will reside in either National Treasury or the DBSA.

The service provide will undertake the following:

- Conduct a thorough assessment of the requirements for setting up a PMU, including the evaluation of current capabilities and gaps within the existing framework,

- Develop a detailed framework outlining the structure, roles and responsibilities of the PMU including staffing requirements,
- Design standard operating procedures, including application processing, evaluation criteria and decision-making processes,
- Identify technological requirements (if any) and systems needed to support the PMU's operations,
- Develop a training program for PMU staff and relevant stakeholders,
- Recommend the appropriate department/organisation for the PMU.

h) Investigate funding options to lower the cost of public transport as well as MBT Association capacity support.

The appointed service provider will investigate potential funding mechanisms to lower the cost of public transport in South Africa. This will include an assessment of public grant systems, donor funding opportunities, and financial support strategies for Minibus Taxi (MBT) Associations to enhance their operational capacity, among others.

The service provider will undertake the following:

- Review existing national and municipal public transport grants and subsidies, including the draft Public Transport Subsidy Framework,
- Identify opportunities to better leverage these grants to reduce passenger costs,
- Provide any recommendations on optimising current grant allocations,
- Identify international and local donor agencies that support sustainable and affordable public transport initiatives,
- Potential implementation strategies,
- Provide a comprehensive analysis of viable funding sources.

#### 4.1 Outputs and Activities

Output and activity	Indicator	Possible sources of information
<b>Output 1:</b> Support a taxi association to <b>create a formalised transport operating company</b> through a pilot project	Creation of a formal company through re-organising members of a taxi association	Legal company formation, financial records, operating licences and permits
<b>Output 2:</b> Develop a <b>business model and financial plan</b> for new MBT company through financial modelling, evaluation of various fleet mixes, identify routes for rationalisation (oversupply)	Transition plan, business plan and financial plan	City data collection reports, MBT records, CPTR and OLs, interviews with MBT association, PRE records
<b>Output 3:</b> Support city and TA with <b>launch of pilot project</b>	Pilot project launch	Business and operational plan for pilot project, OLs
<b>Output 4:</b> Development of an <b>Operating licensing framework for consideration by the PRE</b> and guidelines for a <b>project management unit</b>	Operating licensing framework, guidelines for a project management unit	Provincial PRE process, stakeholder interviews
<b>Output 5:</b>	Research report	

Output and activity	Indicator	Possible sources of information
Undertake a study researching how the TTSA project and similar projects translates to <b>lowering the cost of transport</b> to passengers		TTSA project documentation, business plan, passenger interviews, stat SA data, travel survey data, economic data
<b>Output 6:</b> Explore the business case and financing for <b>electric vehicles</b> in the MBT industry	Research and business case	Stakeholder interviews, research papers/articles, interviews with suppliers, review of international best practices
<b>Output 7:</b> Investigation of funding options for public transport and MBT association support	Funding framework MBT support	Draft Public Transport Subsidy Policy, Grant Conditions and policies, interviews with NT and NDoT, review of international best practices

## 4.2 OTHER PROJECT REPORTING

### 4.2.1 Project Reporting during Commissioning and Project Implementation

The Technical Team will be required to generate the following at different project intervals:

- An Inception Report capturing the project implementation plan, including cash flows by the 25<sup>th</sup> of the first month.
- Monthly Progress Reports on the 25<sup>th</sup> of each month (excluding the month where the Quarterly Report is required).
- A Quarterly Report on the 25<sup>th</sup> of each quarter. A separate monthly report will not be necessary but monthly reporting will be expected in each Quarterly Report.

All the above project reports are expected to capture project management elements in the form of work breakdown structures that are aligned to the PMBOK principles.

### 4.2.2 Project Exiting Strategy

The Technical Team will also be required to generate a project termination strategy to ensure that the project results will remain to benefit its beneficiaries or right-holders even after it is completed. It will be anticipated that the service provider will draw into the Project Exiting Strategy all services of phasing down, phasing out and phasing over. This Project Exiting Strategy will be expected prior to the commencement of the Continuing Support.

### 4.2.3 Project Close-out

The Technical Team will also be required to prepare a close-out report at the end of the project.

## 4.3 Minimum Requirements for the service provider Project Team

The Technical Team will be expected to provide high-calibre human capital resources with the following qualifications and expertise (all experience must have been obtained post undergraduate qualification) through the following key personnel:

- **Project Lead Specialist** with NQF level 8 qualification, minimum 10 years relevant experience and proficient in at least 1 South African indigenous language.
- **Transport Engineer** with minimum bachelor's degree in civil engineering, professionally registered with ECSA and minimum 10 years relevant experience.
- **Legal Expert** with appropriate legal qualification and minimum 10 years relevant experience in the transport sector.
- **Business Development Specialist** with relevant bachelor's degree in Commerce/Economics/Business Administration/ Science/ Engineering or quantitative degree with minimum 10 years relevant experience within the transport sector.

#### 4.4 Evaluation Criteria

It is anticipated that this assignment will be undertaken by a team of individuals. The specialists should have practical understanding and demonstrated competence in:

- Extensive MBT knowledge at national, regional and local level including extensive research on MBT operations and innovation.
- Knowledge and experience in different MBT negotiations approaches;
- Business development and business model structuring with a strong economics focus;
- Involvement in MBT transitions and negotiations, corporate deal formulation and contract formulation.
- Involvement with MBT formalisation modelling especially within the context of municipalities.
- Extensive Research Experience in the MBT Industry or related Industries, including introduction and management of electric vehicles in public transport operations;
- Demonstrated innovation experience in the MBT Industry or related industries, including development of cashless fare management and collection systems;
- Understanding of integrated public transport planning challenges Metros faces will be an added advantage.
- Expertise in MBT, Metro, NDoT and other stakeholder engagement.
- Exceptional communication, project and stakeholder management skills are a must.

#### 4.5 Project Contracting Arrangements and Reporting Lines

The Technical Team will be contracted by DBSA, an Implementing Agent of the National Treasury. The Technical Team will report to the Public Transport and Mobility Component Lead of CSP. The project will be delivered between 1 July 2025 and 30 June 2028. The Technical Team will need to prepare a workplan that indicates the anticipated timeframes for delivery of this project as part of their response to these Terms of Reference.

### 5. LOGISTICS AND SCHEDULE OF THE ASSIGNMENT

#### 5.1 Location of Services

The Technical Team will draw expertise from their teams located anywhere in South Africa. This project requires engagement with MBT across selected location in South African, relevant metro municipality, relevant Provincial department and NDoT officials.

#### 5.2 Time Frames

Services are estimated to be delivered between 1 July 2025 and 30 June 2028.

### 5.3 Logistics Support

The Technical Team will be expected to provide their own support services and equipment. The costs of any necessary flights and accommodation can be claimed on a monthly basis within the budget amount allocated to these services.

## ANNEXURE 1: C.V AND PROJECTS UNDERTAKEN FORMATS

**Table 1: C.V. Template**

CV Template		
Proposed resource Information		
Proposed Position as per the TOR		
Name of the Firm		
Date of Employment		
Name of the staff member		
Date of birth		
Nationality		
Education		
Date Obtained	Institution	Degrees (s) Obtained and National Qualification Level

Experience				
Employment History Date i.e. (2000 – 2012)	Position Held	Company Name	Detail description in line with the criteria	Sector Experience

Key Projects Undertaken 1	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	

Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 2	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 3	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	

Key Projects Undertaken 4	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 5	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	

## ANNEXURE 2: COMPANY EXPERIENCE

**Table 2: Company Experience**

Key Projects Undertaken 1	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project Features	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 2	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project Features	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 3	
Name of the Assignment / Project	
Period	
Location	



Client	
Sector	
Main Project features	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 4	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project Features	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	

## ANNEXURE A – PRICING SCHEDULE

The Pricing Proposal must be attached in a different Folder and scanned separately. This is a Team Composition project scope; in pricing the bidder needs to take that into consideration. It is anticipated that the service provider will be engaged for a maximum of **thirty-six (36) months**. The project implementation workplan will be finalized during the inception phase.

Activities	Outputs/Deliverables	Estimated Monthly Timeframe Allocated	TOTAL (Excl Vat)
<ul style="list-style-type: none"><li>• Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.</li></ul>	<ul style="list-style-type: none"><li>• Inception report and workplan, detailing the service providers' approach, including specific activities relating to the work package.</li></ul>	± 3 weeks	
<ul style="list-style-type: none"><li>• Support a metro/s and taxi association to create a formalised transport operating company through a pilot project.</li></ul>	<ul style="list-style-type: none"><li>• Creation of a formal company through reorganising members of a taxi association.</li></ul>	12 months	
<ul style="list-style-type: none"><li>• Develop a business model and financial plan for new MBT company through financial modelling, evaluation of various fleet mixes, identify routes for rationalisation (oversupply).</li></ul>	<ul style="list-style-type: none"><li>• Transition plan, business plan and financial plan</li></ul>	11 months, estimated, parallel to output 2	
<ul style="list-style-type: none"><li>• Support city and Transport Association (TA) with the launch of pilot project</li></ul>	<ul style="list-style-type: none"><li>• Pilot project launch</li></ul>	18 months, minimum, after output 2	
<ul style="list-style-type: none"><li>• Development of an Operating licensing regime and guidelines for a project management unit</li></ul>	<ul style="list-style-type: none"><li>• Operating licensing regime, guidelines for a project management unit</li></ul>	6 months after output 4	
<ul style="list-style-type: none"><li>• Undertake a study researching how the TTSA project translates to lowering the cost of transport to passengers</li></ul>	<ul style="list-style-type: none"><li>• Detailed Research report</li></ul>	6 months, parallel with output 5	
<ul style="list-style-type: none"><li>• Explore the case and financing for electric vehicles in the MBT industry</li></ul>	<ul style="list-style-type: none"><li>• Research and Framework report</li></ul>	3 months, parallel with output 3	
<ul style="list-style-type: none"><li>• Investigation of funding options for public transport and MBT association support</li></ul>	<ul style="list-style-type: none"><li>• Funding framework</li></ul>	3 months, parallel with output 6	
SUB-TOTAL ACTIVITIES		36 Months	Total (Excl Vat)
Resources Fee	Area of Expertise/Project Role	Fee Rate	Total Excl VAT
a) Programme Management fee	All must be covered in Fee Rate		
SUB-TOTAL (Project Team Fees) Excl. VAT			R
Vat @ 15%			R
Disbursements			R
GRAND TOTAL Maximum Cost for the 36 months Project Duration (Programme Management fee + Disbursements plus VAT)		R (Price to be transferred to the form of offer – Next page)	
<ul style="list-style-type: none"><li>i. The price offer should be fixed for the duration of the project. - 36 months</li><li>ii. The pricing for the project must be based on key milestones.</li><li>iii. The price should include the costs of all activities and related expenses expressed in South African Rand.</li><li>iv. The price must be broken up into respective activities as outlined in this brief, with the exact same descriptions.</li><li>v. An indication of an hourly rate for the individual project team member involved must be provided.</li><li>vi. The hours anticipated per individual project team member and costs must be provided.</li><li>vii. Bidders should not amend the pricing schedule.</li><li>viii. The provided Price Schedule provided must be utilized.</li><li>ix. The bid must provide the relevant rates. All rates must align with the gazette industry standards.</li></ul>			

**TOTAL FORM OF OFFER**

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

Rand .....

.....

.....

.....in words);

Rand ..... (in figures).

Signature .....

Name .....

Capacity .....

**For Tenderer**

Name of Tenderer .....

Address of Tenderer .....

**\*\*\* failure to complete the pricing schedule in full and fully detailed pricing schedule will result in disqualification of the BID.**

## **ANNEXURE B**

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

## ANNEXURE C

### TAX REQUIREMENTS

**IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE SUCCESSFUL TENDERER MUST BE IN ORDER PRIOR TO CONDITIONAL APPOINTMENT.**

- i. The Tax Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the Tax Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.
- ii. Valid Tax Compliance is a mandatory requirement for the successful bidder prior to appointment, to be awarded a contract in terms of this tender.
- iii. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on all the Joint Venture Partners status. The Tax Compliance status documentation of all the Joint Venture Partners is to be appended to this page. Any tax non-compliance of any party will require a bidder to provide fully compliant tax status for any award to be made.
- iv. Bidders are expected to have their tax affairs in order, to be able to do business with the DBSA.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ANNEXURE D

### BIDDER'S DISCLOSURE – SBD 4

#### 1. 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.

#### 2. 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

---

<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.

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 or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

### 3 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

---

<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.

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.

- 3.6 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

.....  
Position

.....  
Name of bidder



## ANNEXURE E

### SBD6.1: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state (Tick applicable Threshold):

- a) The applicable preference point system for this tender is the **90/10** preference point system: ☐
- b) The applicable preference point system for this tender is the **80/20** preference point system: ☒
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received: ☐

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as selected:

Tick applicable Threshold: ☒ ☒

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100
Applicable RFP		

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1	20		10	
2	18		9	
3	14		6	
4	12		5	
5	8		4	
6	6		3	
7	4		2	
8	2		1	
Non-compliant contributor	0		0	

**(Note:** Bidders are required to submit their Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit (in the case of EMEs/QSEs) to prove ownership percentage, in order to be eligible to claim points)

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

<input type="checkbox"/> Partnership/Joint Venture / Consortium	<input type="checkbox"/> Close corporation	<input type="checkbox"/> Personal Liability Company	<input type="checkbox"/> Non-Profit Company
<input type="checkbox"/> One-person business/sole propriety	<input type="checkbox"/> Public Company	<input type="checkbox"/> (Pty) Limited	<input type="checkbox"/> State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S) :** .....

**SURNAME AND NAME:** .....

**DATE:**.....

**ADDRESS:**.....

.....

## ANNEXURE F

### REGISTRATION CERTIFICATES/ AGREEMENTS/ IDENTITY DOCUMENTS

The DBSA reserves the right to request the following documents, and shall be retained as per the POPIA Act:

- i. Certified copies of **Identity Documents** for Partnerships, Sole proprietors etc.;
- ii. Signed **Agreements and Powers of Attorney** for Joint Venture / Consortium/ Partnership if applicable.
- iii. Complete disclosure of **Shareholding** of the tenderer.
- iv. Any other relevant information to risk mitigation.

If the above documentation is not included in the tender submission, the tenderer will not be disqualified.

Utilisation thereof forms part of the ***Risk Analysis and Other Objective Criteria***.

Therefore applicable bidders will be required to provide such within 48 hours of request.

Non-submission hereof will deem your tender non-responsive at ***Risk Analysis and Other Objective Criteria***.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **ANNEXURE G**

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

## ANNEXURE H

### [General Conditions of Contract]

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

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

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

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

## ANNEXURE I

### PROOF OF REGISTRATION WITH CSD

**IT IS A CONDITION OF THIS TENDER THAT THE TENDERER MUST BE REGISTERED WITH CSD AND FURTHER; THE SUCCESSFUL TENDERER MUST BE IN COMPLIANT STANDING WITH CSD PRIOR TO CONDITIONAL APPOINTMENT.**

The Tenderer shall attach hereto its:

- i. Registration of the National Treasury Central Supplier Database (CSD).
- ii. In the case of Consortium/Joint Venture Tenders, each partner shall provide their own CSD registration, including for the Consortium/Joint Venture.

Failure to submit the above will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the DBSA. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory)(Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**ANNEXURE J**  
**TENDER BRIEF ATTENDANCE**

**A. If Brief is Online:**

- i. Access published link (Microsoft Teams).
- ii. Bidder's are required to register on the link provided to gain access to the briefing session. Please ensure this is done before the day of the tender briefing.
- iii. Stipulate **Company Name, Email, Contact Number and Attendee Name**. *(Failure to comply may result in bidders attendance not being recognised and subsequently disqualified from further evaluation).*

**B. If Brief is Physical:**

- i. Access physical location as stipulated under Volume 1, T1.1 Tender Notice and Invitation to Tender.
- ii. Attendees will be required to populate and sign the **Tender Brief Attendance Register**, as proof of attendance. *(Failure to comply may result in bidders attendance not being recorded and subsequently disqualified from further evaluation).*

This is to certify that (Tenderer).....

was represented at the Tender Brief held as stipulated in Volume 1, T1.1.

- The original Brief Attendance Register *(if physical brief)*, or the MS Teams registration proof *(if online brief)* will be utilised as formal proof of tenderers attendance.
- Tenderer is welcome to attach a photo of signed attendance register as proof, however the original attendance register will still be utilised for accuracy.

I/We hereby acknowledge that I/We have acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the brief and that I/We perfectly understand the work to be done, as specified and implied, in the documentation and information provided.

**TENDERER'S REPRESENTATIVE(S):**

Name: .....Signature .....

Capacity: .....

## Annexure K

### CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below if tenderer want to create own form.

#### (I) CERTIFICATE FOR COMPANY

I, ..... chairperson of the Board of Directors/ Company Secretary of  
....., hereby confirm that by resolution of the Board (copy attached) taken on  
..... 20....., Mr/Ms ....., acting in the capacity of  
....., was authorized to sign all documents in connection with the Tender and any  
contract resulting from it, on behalf of the company.

Chairman: ....., or;

Company Secretary:.....

As Witness: 1. ....

2.....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .....  
.....hereby authorise Mr/Ms..... acting in the  
capacity of ..... to sign all documents in  
connection with the Tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

*Note: This certificate is to be completed and signed by all the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.*

(III) **CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key members in the business trading as .....  
.....hereby authorise Mr/Ms..... acting in the  
capacity of ..... to sign all documents in  
connection with the Tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

*Note: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of Partnership as a whole.*

(IV) **CERTIFICATE FOR SOLE PROPRIETOR**

I, ..... hereby confirm that I am the sole owner of the business trading  
as .....

**Signature** of Sole Owner: .....

As Witnesses:

1.....

2.....

Date:.....

**(V) CERTIFICATE JOINT VENTURE**

We, the undersigned, being the key members in the business trading as .....  
.....hereby authorise Mr/Ms..... acting in the  
capacity of ..... to sign all documents in  
connection with the Tender and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners  
to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

***Note: This certificate is to be completed and signed by all the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.***

## **ANNEXURE L**

### **JOINT VENTURE/CONSORTIUM DISCLOSURE FORM**

#### **TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM**

##### **GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

##### **1.JOINT VENTURE PARTICULARS**

- a)Name.....
- b)Postal address.....  
.....
- c)Physical address.....  
.....
- d)Telephone.....
- e)Fax.....

**2.IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1. (a)Name of Firm.....  
Postal Address.....  
Physical Address.....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

2.2. (a)Name of Firm.....  
Postal Address.....  
Physical Address.....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3.IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1. (a)Name of Firm.....  
Postal Address.....  
Physical Address.....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.2. (a)Name of Firm.....  
Postal Address.....  
Physical Address.....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.3. (a) Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

*(Continue as required for further Affirmable Joint Venture Partners)*

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) Profit and loss sharing.....

(ii) Initial capital contribution in Rands.....

.....  
.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....  
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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



6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		
	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....

.....

.....

(b) Authority to enter contracts on behalf of the Joint Venture

.....

.....

.....

(c) **Signing, co-signing and/or collateralising of loans**

.....

.....

.....

(d) **Acquisition of lines of credit**

.....

.....

.....

(e) **Acquisition of performance guarantees**

.....

.....

.....

(f) **Negotiating and signing labour agreements**

.....

.....

.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) **Supervision of field operations**

.....

(b) **Major purchasing**

.....

(c) **Estimating**

.....

(d) **Technical management**

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) **Identify the “managing partner”, if any,**

.....

.....

.....

(b) **What authority does each partner have to commit or obligate the other to financial institutions,**

insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

\* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS


(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

**(b)** Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

**(i)** Number currently employed by Affirmable Joint Venture Partners

.....

**(ii)** Number currently employed by the Joint Venture

.....

**(c)** Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

**(d)** Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

**(e)** Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

## 11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the way the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms

that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....  
Address .....  
Telephone .....  
Date .....

---

Signature .....  
Duly authorised to sign on behalf of.....  
Name .....  
Address .....  
Telephone .....  
Date .....

---

Signature .....  
Duly authorised to sign on behalf of.....  
Name .....  
Address .....  
Telephone .....  
Date .....

---

## ANNEXURE M

### RECORD OF ADDENDA TO TENDER DOCUMENT

I/We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been considered in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ANNEXURE N

### DECLARATION OF DEFAULT AND TERMINATION

It is a condition of this tender that bidders declare all project, default and/ or terminations in full with the DBSA within the last 5 years.

**This declaration MUST be signed**, whether any declaration is applicable or not.

If no declaration is applicable, tenderers MUST either strikethrough or indicate Not Applicable.

The DBSA will disqualify the tenderers bid, should this declaration prove to be false.

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED DEFAULT AND/ OR TERMINATION



--	--	--	--

❖ Bidders may recreate the above table and submit if insufficient space is available  
 (This Declaration must however be signed in full).

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and confirm  
 that the information provided is accurate and complete.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

## **ANNEXURE O**

### **SERVICE PROVIDER CODE OF CONDUCT**

DBSA aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with DBSA must understand and support. These are:

- The DBSA Procurement Policy – A guide for Tenderers;
- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive, and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008;
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000;
- The Construction Industry Development Board Act, Act 38 of 2000 (CIDB Act);
- The Preferential Procurement Policy Framework Act, Act 5 of 2000; and
- The Protection of Personal Information Act 4 of 2013 ("POPIA"), regulates the processing, management, storage, and protection of personal information in order to protect an individual's right to privacy. Please refer to the DBSA website for the Privacy Statement (Contractors, Consultants and Service Providers).

The Privacy Statement sets out:

- Information which we may collect from you.
- How we collect information.
- How we may use, transfer and disclose your information.

The DBSA takes your privacy and the protection of your personal information very seriously, and we will only use your personal information in accordance with the Privacy Statement and applicable laws. We have implemented reasonable technical and operational measures to keep your personal information secure. It is important that you read the Privacy Statement carefully before submitting any personal information to the DBSA.

By submitting any personal information or documentation requested or any other information that may be requested pursuant to this RFP, you provide consent to the processing of your personal information as set out in the Privacy Statement. You also consent that any information, either written or verbal, may be made available to third parties strictly for the purpose of oversight to this tenders' appointment. Further, you declare that you have obtained all consents required by the POPIA or any other applicable laws.

Thus, you hereby indemnify and hold the DBSA harmless from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your personal information to unauthorized persons or the provision of incorrect or incomplete personal information to the DBSA.

This code of conduct has been included in this contract to formally appraise DBSA Service providers of DBSA's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

DBSA's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

***1. DBSA will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.***

- DBSA and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
- DBSA Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3<sup>rd</sup> party;
- Employees may not receive anything that is intended to:
  - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
  - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of DBSA employees. We expect our Service providers to use our "Tip-offs Anonymous" Hot line to report these acts – 0800 204 933 or email [dbsa@tip-offs.com](mailto:dbsa@tip-offs.com).

***2. DBSA is firmly committed to the concept of free and competitive enterprise.***

- Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- DBSA does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

***3. DBSA's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.***

- Generally, service providers have their own business standards and regulations. Although DBSA cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion in whatever form that is intended to influence procurement decisions;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation, or other aggressive actions towards DBSA employees.
- Service providers will be evaluated and approved before any materials, components, products, or services are purchased from them. A rigorous due diligence is conducted, and the service provider is expected to participate in an honest and straight forward manner.
- Service providers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

#### **4. Conflicts of Interest**

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of DBSA.

- Doing business with family members or close associates.
- Having a financial or beneficial interest in another company in our industry or environment

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then DBSA reserves its right to review doing business with these service providers.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory)(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in the “DBSA Service Provider Code of Conduct.”

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ANNEXURE P

### RFP DECLARATION FORM

We do hereby certify that:

1. DBSA has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from DBSA sources, other than information formally received from the designated DBSA contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by DBSA in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the DBSA as indicated below: *[Respondent to indicate if this section is not applicable]*

**FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:**

---

---

---

**ADDRESS:**

---

---

---

**Indicate nature of relationship with DBSA:**

---

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---

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*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with DBSA]*

We declare, to the extent that we are aware or become aware of any relationship between ourselves and DBSA (other than any existing and appropriate business relationship with DBSA) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify DBSA immediately in writing of such circumstances.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory)(Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ANNXURE Q

### ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1:** Name of enterprise: .....

**Section 2:** VAT registration number, if any: .....

**Section 3:** CIDB registration number, if any: .....

**Section 4:** Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

**Section 5: Particulars of companies and close corporations**

Company registration number ..... Close corporation  
number ..... reference number  
.....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder, or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary.

### Section 7: Record of spouses, children, and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child, or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:



- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;
- iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked, or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, \_\_\_\_\_ of \_\_\_\_\_,

(Authorised Signatory)(Company Name)

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

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

## **ANNEXURE R**

### **CERTIFICATE OF ACQUINTANCE WITH TENDER DOCUMENT**

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by DBSA for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that DBSA shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors, or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory)(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ANNEXURE S

### WORKMEN'S COMPENSATION REGISTRATION (COIDA)

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID AND COMPLIANT COIDA PRIOR TO CONDITIONAL APPOINTMENT.

Attach hereto copy of:

- i. Proof of **Workmen's Compensation Registration**;
- ii. Note that proof of **payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993** is not an acceptable form of proof for COIDA registration.

Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable). Therefore applicable bidders will be required to provide such within 48 hours of request.

Non-submission hereof will deem your tender non-responsive at ***Risk Analysis and Other Objective Criteria***

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

~~ANNEXURE TUNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE (ACT 4 OF 2004)~~

~~IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID UIF REGISTRATION CERTIFICATE PRIOR TO CONDITIONAL APPOINTMENT.~~

~~Attach hereto copy of:~~

- ~~i. Proof of Tenderer's **Unemployment Insurance Fund (UIF) Registration Certificate**; or~~

~~If the above documentation is not included in the tender submission, the tenderer will not be disqualified.~~

~~Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable).~~

~~Therefore, applicable bidders will be required to provide such within 48 hours of request.~~

~~Non-submission hereof will deem your tender non-responsive at **Risk Analysis and Other Objective Criteria**~~

~~I, \_\_\_\_\_ of \_\_\_\_\_,~~

~~(Authorised Signatory)(Company Name)~~

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

~~\_\_\_\_\_~~

~~(Signature) \_\_\_\_\_ (Date)~~

## **ANNEXURE U**

### **FINANCIAL STANDING/BANK RATING**

~~Two (2) Full Years Audited Financial Statements or Two (2) Full Years Financial Statements signed off by an Accountant, will be evaluated on, but not limited to the following ratios: Current Ratio, Return on Assets, Current Ratio, Accounts Receivable, Operating Cash Flow, Liquidity.~~

~~Such Financial Statements must be from the most recent period and provide a full three (3) year view of operations.~~

~~Management Reports are not accepted, nor partial Financial Statements.~~

~~The Tenderer shall make enquiries to obtain a Bank Rating from their bank if asked upon either in the tender criteria, or in addition as part of the Risk Analysis. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:~~

~~The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.~~

- ~~• Additionally, refer to Volume 1, Tender Data, and Clause C3.11.3 for functional evaluation criteria if applicable.~~

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory)(Company Name)

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

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)