

REQUEST FOR PROPOSALS

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| YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA | |
| BID NUMBER: | RFP061/2025 |
| ISSUE DATE | 11 July 2025 |
| COMPULSORY ONLINE BRIEFING DATE | <p>25 July 2025 @11:00am Via Teams-Click on below link to join the session</p> <p>Join the meeting now</p> <p>(A non-compulsory site visit date in Beitbridge and Musina will be provided to the bidders at the briefing session)</p> |
| CLOSING DATE: | 22 August 2025 @ 23h55 |
| CLOSING DATE AND TIME FOR <u>SUBMISSION LINK</u> REQUESTS: | 14 August 2025 AT 16h00 (Telkom Time) |
| PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE: | 90 days |
| DESCRIPTION OF BID: | APPOINTMENT OF A TRANSACTION ADVISOR FOR THE DEVELOPMENT OF A COMPREHENSIVE BANKABLE FEASIBILITY STUDY, BUSINESS CASE IN LINE WITH THE NATIONAL TREASURY GUIDELINES FOR THE BUDGET FACILITY FOR INFRASTRUCTURE (BFI) SPECIALIST STUDIES AND CONTRACT NEGOTIATIONS ON THE OUTCOMES OF THE BANKABLE FEASIBILITY STUDY. |

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| <p>RESPONSES TO THIS RFP</p> <p>SHOULD BE SUBMITTED</p> <p>ELECTRONICALLY</p> | <ul style="list-style-type: none"> a) Bidders are required to request for a submission link from Ziphoscm@dbsa.org b) Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit. c) No Emailed responses to accepted. d) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. e) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". f) Only Files can be loaded, not folders. 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. h) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link. i) Once documents have been loaded, the Bidder will receive a confirmation email of the upload. j) Uploading of submission must be in the structure and order as prescribed in this tender and MUST BE LABELLED CORRECTLY. k) No assistance will be provided to Bidders after hours. |
| <p>NAME OF BIDDER:</p> | |
| <p>CONTACT PERSON:</p> | |
| <p>EMAIL ADDRESS:</p> | |
| <p>TELEPHONE NUMBER:</p> | |
| <p>FAX NUMBER:</p> | |
| <p>BIDDER'S STAMP OR SIGNATURE</p> | |

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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: RFP061/2025
CLOSING DATE: 22 August 2025
CLOSING TIME: 23H55

DESCRIPTION:

APPOINTMENT OF A TRANSACTION ADVISOR FOR THE DEVELOPMENT OF A COMPREHENSIVE BANKABLE FEASIBILITY STUDY, BUSINESS CASE IN LINE WITH THE NATIONAL TREASURY GUIDELINES FOR THE BUDGET FACILITY FOR INFRASTRUCTURE (BFI) SPECIALIST STUDIES AND CONTRACT NEGOTIATIONS ON THE OUTCOMES OF THE BANKABLE FEASIBILITY STUDY.

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.

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| NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM: | |
| POSTAL ADDRESS: | |

| | | | | |
|---|------------|--|-----------|--|
| STREET ADDRESS: | | | | |
| CONTACT PERSON (FULL NAME): | | | | |
| EMAIL ADDRESS: | | | | |
| TELEPHONE NUMBER: | | | | |
| FAX NUMBER: | | | | |
| BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | | | | |
| BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | | | | |
| TAX PIN CERTIFICATE SUBMITTED? | YES | | NO | |
| BBBEE CERTIFICATE SUBMITTED? | YES | | NO | |
| REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) | YES | | NO | |
| FULL NAME OF AUTHORISED REPRESENTATIVE: | | | | |

| | |
|---|--|
| CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS: | |
| SIGNATURE OF AUTHORISED REPRESENTATIVE: | |
| DATE OF SIGNATURE | |

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"/> | Part A: Invitation to Bid |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Specifications, Conditions of tender and Undertakings by Bidder |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Price Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: Technical Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: Tax Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: SBD 4 Bidder's Disclosure |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: SBD6.1: Broad Based Black Empowerment Status Level Certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure F: Registration Certificates/ Agreements/ Identity Documents |

| | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G (if applicable): Supporting documents to responses to Qualification Criteria and Evaluation Criteria. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure H: General Conditions of Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure I: Proof Of Registration With CSD |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure J: Tender Brief Attendance |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure K: Certificate of Authority for Signatory |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure L: Joint Venture/ Consortium Disclosure Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure M: Record of Addenda to Tender Documents |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure N: Declaration of Default and Termination |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure O: Service Provider Code of Conduct |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure P: RFP Declaration Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure Q: Enterprise Questionnaire |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure R: Certificate of Acquaintance with Tender Document |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure S: Workmen's Compensation Registration (COIDA) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure T: Unemployment Insurance Fund Certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure U: 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 **BFI** means the Budget Facility for Infrastructure and its guidelines as published by the National Treasury.
- 1.8 **BFS** means Bankable Feasibility Study, as defined in the scope of work in this document.
- 1.9 **Companies Act** means the Companies Act, 2008.
- 1.10 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.11 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.12 **DBSA** means the Development Bank of Southern Africa.
- 1.13 **DFI** means development finance institution.
- 1.14 **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.
- 1.15 **Functional Criteria** means the criteria set out in clause 0 of this Part C.
- 1.16 **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.

- 1.17 **PFMA** means the Public Finance Management Act, 1999.
- 1.18 **Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPR 2022.
- 1.19 **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.
- 1.20 **Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.21 **RBIG** means Regional Bulk Infrastructure Grant and its guidelines as per the guidelines of the Department of Water and Sanitation.
- 1.22 **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.
- 1.23 **SARS** means the South African Revenue Service.
- 1.24 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.25 **SLA** means service level agreement.
- 1.26 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.27 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.28 **State** means the Republic of South Africa.
- 1.29 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.30 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.31 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.32 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

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:

Zipho Moselakgomo

DBSA Supply Chain Unit

Email: ZiphoSCM@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 ONLY & adherence in submitting tender on a Two-Envelope (folder) Process (Technical Proposal & Price to be submitted in different Folders) | Indicate whether Folder 1 (Technical Proposal) or Folder 2 (Price) |
|---|--|

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 LABILLED 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 **80** 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 | | Criteria |
|-------------------------|---|---------------|
| 1 | Attendance of Compulsory Online Tender Briefing | Pre-Qualifier |
| 2 | Attendance of N/A Site Tender Briefing | N/A |
| 3 | Completed and signed Declaration of Default and Termination | Pre-Qualifier |
| 4 | Adherence to the 2-Folder submission. Folder 1: Technical Proposal Folder 2: Price Proposal 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 |
|-------------------------|---|---------------|
| 1 | Adherence to the Standard Conditions of Tender as required (No deviations, qualifications & 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 Tax Pin issued by SARS. | 48 hours |
| 5 | BBBEE Certificate/ Affidavit . (Consortiums, Joint Venture Companies and Partnership must submit a consolidated BBBEE Certificate) Bidder will score 0 points for preference if not responded to. | 48 hours |
| 6 | Proof of Professional Indemnity Insurance to the value of minimum R10 000 000.00 for the consortium/company lead or Confirmation Letter from the Insurer. Applicable to all disciplines as per scope | 48 hours |
| 7 | In case of a Joint Venture or a Consortium, or any other type of association, An agreement must be submitted and shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. | 48 hours |
| 8 | Valid Letter of Good Standing (COIDA) | 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

| Functionality Criteria | Weighting Factor |
|--|---|
| 1. Experience on previous projects | 30% |
| 2. Key Resources and their specific project experience | 30% (15 Qualifications & 15% Skills and Experience) |
| 3. Bidders' Methodology | 40% |
| Total | 100% |

A minimum point of 80% out of 100% must be scored overall.

Bidders are required to score the minimum points per category to proceed.

A: BIDDERS EXPERIENCE: TRACK RECORD IN RELEVANT SIMILAR WORK (30)

| DESCRIPTION | SCORING CRITERIA | WEIGHT | SCORE |
|--|--|---------------|--------------|
| BIDDER'S EXPERIENCE | | | |
| <p>The bidder must have relevant experience of undertaking bankable feasibility study, specialist studies and business case development for major infrastructure projects (projects above R1 billion) and supporting project sponsors to access different forms of funding. Regional Bulk Infrastructure Grant Framework experience will be an added advantage for the bidder.</p> <p>The bidder must provide a minimum of five (5) (not older than 10 years) references of similar projects undertaken, a contactable reference must be given (name, designation, and relationship in the project, email, and telephone). If such information is not given, the reference shall be deemed to be invalid.</p> <p><u>Only a list of projects with a project value of over R1 billion or above that have reached financial close will be considered under experience.</u></p> <p>Refer to Table (X), of this document for the response format provided.</p> | <p>✓30 Points: 5 or more bankable feasibility studies completed that the scope included supporting the project sponsor to access different forms of funding (with a minimum of 2 in the Water sector) for projects over R1 billion, including 2 projects that have been submitted to the National Treasury BFI. Regional Bulk Infrastructure Grant Framework experience (2 projects)</p> <p>✓24 Points: 5 or more bankable feasibility studies completed that the scope included supporting the project sponsor to access different forms of funding (with a minimum of 1 in the Water sector)</p> | 30 | |

| | | | |
|--|--|--|--|
| | <p>for projects over R1 billion, including 1 project that has been submitted to the National Treasury BFI. Regional Bulk Infrastructure Grant Framework experience (1 projects)</p> <p>✓20 Points: 5 or more bankable feasibility studies completed that the scope included supporting the project sponsor to access different forms of funding for projects over R1 billion, including 1 project that has been submitted to the National Treasury BFI. No Regional Bulk Infrastructure Grant Framework experience.</p> <p>✓0 Points: Less than 5 bankable feasibility studies completed and/or no project experience in the Water sector or no BFI submission experience.</p> | | |
|--|--|--|--|

Refer to **Table below**), of this document for the response format to be provided.

| | |
|-------------------------|---|
| Assignment name: | Approx. value of the contract (USD): |
| Country: | Duration of assignment (months): |

| | |
|---|---|
| Name of Client Contact person: Tel: Email: | Total No of staff-months of the assignment: |
| Addresses: | Approx. value of the services provided by your firm under the contract: |
| Start date (month/year): Completion date (month/year): | No of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed: |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

The bidder can replicate the above table to have space for more projects. The DBSA request the bidder to provide reference letter from the clients as part of the submission. The reference should be contactable, stating the Name, Surname, Title, Email and Phone number. Also, the letter must state the role of the bidder in the project.

B: ACADEMIC QUALIFICATIONS AND SKILLS (30)

The Academic Qualifications and Skills of **Project Team** would require possessing these qualifications and skills as outlined in the Table below:

- The **CVs** of the proposed **Project Manager (Team Leader)** and **Technical Team** should **include qualifications, detailed relevant work experience, number of years in expertise field and specific relevant assignments completed** (with dates when work was done).
- The bidders are encouraged to include the organogram that clearly depict the Project Manager / Team Leader and technical team.
- Qualifications issued by foreign tertiary institutions **must** be accompanied by the SAQA aligned documentation.
- All Qualifications and professional registrations should be attached to the CV.

5.1.4. QUALIFICATIONS AND SKILLS OF KEY PERSONNEL 30% (15% Qualifications & 15% Skills and Experience)

The bidder's personnel for the proposed team must have relevant qualifications, skills, and experience in undertaking detailed bankable feasibility studies in similar water sector and/or other projects of a similar nature. Where relevant, also experience with submission to the budget Facility for Infrastructure and drafting and negotiating various project finance, funding and delivery contracts.

The bidders must submit, as part of their proposal, CVs of all key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of this project

QUALIFICATIONS (15%)

| DESCRIPTION | SCORING CRITERIA | WEIGHT | SCORE |
|--|--|--------|-------|
| Project Manager (Team leader): Degree in either Eng, Finance, Economics. | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Technical Lead Degree in Civil/Structural Engineering | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Quantity Surveyor: Degree in Quantity Surveyor | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Electrical Engineer: Degree in Electrical Engineering | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Mechanical Engineer: Degree in Mechanical Engineering | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Construction Health and Safety Agent: Degree in Construction Studies or a related field | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Environmental Specialist: Degree in Environmental Science or Environmental Engineering, | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Hydrologist Degree in either Hydrology, Geoscience, Engineering (with a focus on hydrology or water science) | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) 4 points: Honours Degree (NQF 8) 0 point: Less than Honours Degree (NQF 8) | | |
| Surveyor: Degree in Land Surveying | <ul style="list-style-type: none"> 5 points: Master's Degree or above (NQF 9+) | | |

| | | | |
|--|---|---------------|--------------|
| | <ul style="list-style-type: none"> • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Stakeholder Manager / Social Facilitator: Degree in Social Sciences, Development, or a related field | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Legal and Regulatory Expert: Degree in Law (LLB). Must be an admitted attorney by the Law Society of South Africa. | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Financial Modeller/Structuring: Degree in commerce or BSc Actuarial Science or Econometrics or Mathematics/Statistics or similar quantitative degree | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Project Finance Expert: Degree in Commerce, Finance or BSc Actuarial Science. | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Socio-Economic Analysis Specialist: Degree in Development Finance, Economics, Econometrics, Statistics or related field. | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Econometrician: Degree in Development Finance, Economics, Econometrics, Statistics or related field. | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| Contract management specialist: Degree in Business Administration, Finance, Legal Studies or Engineering | <ul style="list-style-type: none"> • 5 points: Master's Degree or above (NQF 9+) • 4 points: Honours Degree (NQF 8) • 0 point: Less than Honours Degree (NQF 8) | | |
| SKILLS AND EXPERIENCE (WEIGHTING 15%) | | | |
| DESCRIPTION | SCORING CRITERIA | WEIGHT | SCORE |
| Project Manager/ Team Leader: Experience in leading bankable feasibility studies and business cases for project development and funding access/ achieving financial close. Proven track record of leading and managing multi-disciplinary teams in projects. | <ul style="list-style-type: none"> • 5 points: 20+ years' experience • 4 points: 16-20 years' experience • 3 points: 10-15 years' experience • 0 points: Less than 10 years' experience | | |

| | | | |
|---|---|--|--|
| Technical Lead (Professional Engineers only) Experience in the design of bulk water structures. Demonstration of experience in coordinating and leading various technical teams and incorporating specialist inputs into designs. Understanding of the South African regulatory landscape for major infrastructure projects. Professional Registration with ECSA. | <ul style="list-style-type: none"> • 5 points: 20+ years' post-registration experience • 4 points: 16-20 years' post-registration experience • 3 points: 10-15 years' post-registration experience • 0 points: Less than 10 years' post-registration experience | | |
| Quantity Surveyor Relevant Experience: Post-professional registration with SACQSP | <ul style="list-style-type: none"> • 5 points: 10+ years' post-registration experience • 4 points: 8-10 years' post-registration experience • 3 points: 5-7 years' post-registration experience • 0 points: Less than 5 years' post-registration experience | | |
| Electrical Engineer Relevant Experience: Post-professional: Registration with ECSA (Pr.Eng / Pr.Tech Eng). | <ul style="list-style-type: none"> • 5 points: 10+ years' post-registration experience • 4 points: 8-10 years' post-registration experience • 3 points: 5-7 years' post-registration experience • 0 points: Less than 5 years' post-registration experience | | |
| Mechanical Engineer: Relevant Experience: Post-professional Registration with ECSA (Pr.Eng / Pr.Tech Eng). | <ul style="list-style-type: none"> • 5 points: 10+ years' post-registration experience • 4 points: 8-10 years' post-registration experience • 3 points: 5-7 years' post-registration experience • 0 points: Less than 5 years' post-registration experience | | |
| Construction Health and Safety Agent Relevant Experience: Professional Registration with SACPCMP | <ul style="list-style-type: none"> • 5 points: 10+ years' post-registration experience • 4 points: 8-10 years' post-registration experience • 3 points: 5-7 years' post-registration experience • 0 points: Less than 5 years' post-registration experience | | |
| Environmental Specialist Experience in undertaking specialist studies for major infrastructure projects in line with the South African regulatory environment and International Standards. This must include drafting submissions and | <ul style="list-style-type: none"> • 5 points: 15+ years' experience • 4 points: 10-15 years' experience | | |

| | | | |
|--|---|--|--|
| <i>responding to regulatory authorities Professional Registration with SACNASP, EAPASA, etc.),</i> | <ul style="list-style-type: none"> • 3 points: 5-10 years' experience • 0 points: Less than 5 years' experience | | |
| Hydrologist: <i>Relevant experience with professional registration (SACNASP) as a Professional Natural Scientist (Pr. Sci. Nat.).</i> | <ul style="list-style-type: none"> • 5 points: 10+ years' post-registration experience • 4 points: 8-10 years' post-registration experience • 3 points: 5-7 years' post-registration experience • 0 points: Less than 5 years' post-registration experience | | |
| Surveyor <i>Relevant experience with Professional Registration with SAGC</i> | <ul style="list-style-type: none"> • 5 points: 10+ years' post-registration experience • 4 points: 8-10 years' post-registration experience • 3 points: 5-7 years' post-registration experience • 0 points: Less than 5 years' post-registration experience | | |
| Stakeholder Manager / Social Facilitator Experience in building and maintaining relationships with various individuals and groups who have an interest in a project or organization. Proven experience in communication, managing expectations, resolving conflicts, and ensuring that all stakeholders are informed and engaged throughout the project lifecycle. | <ul style="list-style-type: none"> • 5 points: 20+ years' experience • 4 points: 16-20 years' experience • 3 points: 10-15 years' experience • 0 points: Less than 10 years' experience | | |
| Legal and Regulatory Expert Relevant experience: Professional Registration with the Legal Practice Council | <ul style="list-style-type: none"> • 5 points: 20+ years' post-registration experience • 4 points: 16-20 years' post-registration experience • 3 points: 10-15 years' post-registration experience • 0 points: Less than 10 years' post-registration experience | | |
| Financial Modeller/Structuring Relevant experience in structuring funding models, cash flow statements, risk allocation and forecasting | <ul style="list-style-type: none"> • 5 points: 15+ years' experience • 4 points: 10-15 years' experience • 3 points: 5-10 years' experience • 0 points: Less than 5 years' experience | | |
| Project Finance Expert: Relevant experience in project finance, project structuring, risk management and offtake agreements. | <ul style="list-style-type: none"> • 5 points: 20+ years' experience • 4 points: 16-20 years' experience • 3 points: 10-15 years' experience • 0 points: Less than 10 years' experience | | |
| Socio-Economic Analysis Specialist: Relevant experience in socio-economic | <ul style="list-style-type: none"> • 5 points: 20+ years' experience • 4 points: 16-20 years' experience | | |

| | | | |
|---|---|--|--|
| impact assessment and cost-benefit analysis | <ul style="list-style-type: none"> • 3 points: 10-15 years' experience • 0 points: Less than 10 years' experience | | |
| Econometrician: Experience in building and testing economic models and making predictions and forecasting within a project-based environment. | <ul style="list-style-type: none"> • 5 points: 10+ years' experience • 4 points: 8-10 years' experience • 3 points: 5-7 years' experience • 0 points: Less than 5 years' experience | | |
| Contract Management Specialist: Relevant experience in drafting and structuring project finance transaction contracts, such as PPP, SPV and EPCM etc. | <ul style="list-style-type: none"> • 5 points: 15+ years' experience • 4 points: 10-15 years' experience • 3 points: 5-10 years' experience • 0 points: Less than 5 years' experience | | |

METHODOLOGY (WEIGHTING 40)

| 5.1.2 BIDDER'S PROPOSED METHODOLOGY | SCORING CRITERIA | WEIGHT | SCORE |
|--|--|--------|-------|
| <p>The bidder must demonstrate their thorough understanding of the objectives and deliverables of this project. To substantiate, the bidder must provide the following:</p> <ul style="list-style-type: none"> • A detailed (step-by-step) proposal of the methodology/approach to be used to carry out the detailed scope of work outlined in the document and clearly demonstrate how the project objectives and deliverables will be achieved. • The bidder must submit a detailed project plan, which will compliment and align with the above proposed methodology. The project plan is to be in the form of a High-Level Work Breakdown Structure (WBS) and timeframes in a Gantt Chart format. Preferably, the deliverables should be packaged in Work Stages, with activities outlined for each milestone. The outcome for each milestone should be clear, with the team lead specified. • The structure/organogram and composition of the proposed team and team leader, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty. <p>Note: As part of the bid proposal, the bidder is required to provide a full list of data and information required from DBSA and the DWS</p> | <p>✓40 – Excellent = Methodology displays exceptional and detailed comprehension of the scope of work required, nature of the project (cross-border), methodological approach to work activities, timeframes that illustrate a definite link between the multiple disciplines of the Bankable Feasibility Study and the Budget Facility for Infrastructure requirements.</p> <p>✓30 – Good= Methodology displays clear comprehension of the scope of work required, nature of the project (cross-border), methodological approach to work activities, timeframes that illustrate a definite link between the multiple disciplines of the Bankable Feasibility Study and the Budget Facility for Infrastructure requirements.</p> | 40 | |

| | | | |
|--|--|--|--|
| | <p>✓20-Adequate = Methodology shows basic to limited understanding of the scope of work required, nature of the project (cross-border), methodological approach to work activities, timeframes that illustrate a definite link between the multiple disciplines of the Bankable Feasibility Study and the Budget Facility for Infrastructure requirements.</p> <p>✓10 – Poor = Inadequate consideration of the listed components and a project plan that will not deliver the required outputs.</p> <p>0 points: No submission or response not related to scope of work.</p> | | |
|--|--|--|--|

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 | 90 |
| Specific Goals (namely, BBBEE status level of contributor) | 10 |

iv. **Price points**

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

$$Ps = 90(1-(Pt-Pmin)/Pmin)$$

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 10 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 | 10 |
| 2 | 9 |
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| 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 90) to the points scored for specific goals (out of 10). 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. The DBSA reserves the right to make a decision on contract award based solely on the information received in the responses to this RFP. The DBSA also reserves the right to use relevant information not contained in any tender but which, in the ordinary course of business, is within the knowledge of any employee or Board member of DBSA or its advisors, agents or representatives for the purposes of making its decision.
- ix. 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.
- x. 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).
- xi. 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).
- xii. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xiii. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.
- xiv. 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.
- xv. 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.
- xvi. The Transaction Advisor must be a single legal entity with all other necessary expertise secured via consortia or under a joint venture arrangement. The DBSA will enter into a single contract with a single firm for the delivery of the work set out in these terms of reference
- xvii. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.
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.
 - 33.1.11 Award the bid in its entirety or award portions of the bid

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

35.1.5

| | | |
|--|---------------|----------------------|
| | Accept | Do not accept |
|--|---------------|----------------------|

| | | |
|--|--|--|
| 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. | | |
|--|--|--|

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

35.1.9

| | | |
|--|---------------|----------------------|
| By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands. | Accept | Do not accept |
| | | |

35.1.10

| | | |
|---|---------------|----------------------|
| Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

35.2

| | | |
|--|---------------|----------------------|
| Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted. | Accept | Do not accept |
| | | |

35.2.1

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

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. | Accept | Do not accept |
| | | |

35.2.3

| | | |
|--|---------------|----------------------|
| | Accept | Do not accept |
|--|---------------|----------------------|

| | | |
|---|--|--|
| 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. | | |
|---|--|--|

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. | Accept | Do not accept |
|--|--------|---------------|
| | | |

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. | Accept | Do not accept |
|---|--------|---------------|
| | | |

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

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> | Accept | Do not accept |
| | | |

35.2.9

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

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

35.2.12

| | | |
|--|---------------|----------------------|
| If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

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. | Accept | Do not accept |
| | | |

35.2.15

| | | |
|--|---------------|----------------------|
| | Accept | Do not accept |
|--|---------------|----------------------|

| | | |
|--|--|--|
| 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. | | |
|--|--|--|

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. | Accept | Do not accept |
|---|---------------|----------------------|

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

The Development Bank of Southern Africa (DBSA) and the Department of Water and Sanitation (DWS) signed a Memorandum of Agreement (MoA) in 2021, which appointed the DBSA as the Implementing Agent to fully carry out the Implementing Agent role for the Water Infrastructure Programme and Projects identified by the DWS. To ensure sustainable development and equitable utilisation of water resources in Zimbabwe and South Africa the two countries signed an agreement establishing a Joint Water Commission (ZIM/RSA JWC) in 2015. The Joint Water Commission guides the water security interests of both countries for mutual benefit.

Further, On the 14th of March 2024, the Government of the Republic of South Africa and the Republic of Zimbabwe signed an agreement for the supply of water developments to meet the short to medium term requirements for Musina, which is a system that will transfer water from Beitbridge Water Treatment Works in Zimbabwe to the Musina town.

The scope of the project will include the following:

- i. Seek capital funding for the project.
- ii. Construction of a cross-border bulk water pipeline from Beitbridge Water Treatment Works (WTW) in Zimbabwe to Musina, South Africa, with a bi-directional capacity to transfer 15 million m³/annum (41 ML/d) of potable water.
- iii. Upgrading and expansion of water supply infrastructure, including the installation of new pumping stations, rising mains, additional storage reservoirs, and expansion of electrical capacity.
- iv. Water treatment system enhancements, including the assessment and potential upgrading of Beitbridge WTW to ensure the quality and sustainability of the transferred water.
- v. Development of auxiliary infrastructure such as access roads, security installations, and digital monitoring systems to support water supply operations.
- vi. Implementation of an Environmental Management Plan (EMP) to mitigate potential environmental impacts, ensure compliance with NEMA 107 of 1998, and facilitate biodiversity conservation.
- vii. Operations and maintenance (O&M) planning, including the establishment of service-level agreements (SLAs) for sustainable infrastructure management.

The Client wishes to procure effective and efficient multi-disciplinary professional services from a suitably qualified and experienced Professional Services Provider (PSP) to undertake a bankable feasibility study and Budget Facility for Infrastructure Business (BFI) Case for the implementation of the Beitbridge-Musina integrated water supply scheme. The Professional Services Provider (PSP) is also expected to show a range of percentages of fees in Schedule Table **C2.2.2(A)** and show their professional fees allocation for each discipline in Schedule Table **C2.2.2(B)**.

The specific scope and primary objective of procuring the services of the PSP is to obtain multi-disciplinary technical project implementation expertise and reporting support to the DBSA (Employer) regarding the implementation of the Project.

C3.1.2. SCOPE OF WORKS

The Professional Services Team requires minimum but not limited to the following:

1. Project Manager
2. Technical Lead
3. Quantity Surveyor
4. Electrical Engineer
5. Mechanical and Fire Engineer
6. Construction Health and Safety Agent
7. Environmental Specialist
8. Hydrologist
9. Land Surveyor
10. Stakeholder Manager
11. Legal and Regulatory expert
12. Financial Modeller/Structuring
13. Project Finance Expert
14. Socio-Economic Analysis Specialist
15. Econometrician
16. Contract management specialist

This specific work involves undertaking a bankable feasibility study, business case in line with the National Treasury guidelines for the Budget Facility for Infrastructure (BFI) specialist studies of the Beitbridge-Musina integrated water supply scheme programme.

The objectives of the project are as follows:

Project Planning (Bankable Feasibility Study)

Stage 1: Needs Assessment: The needs assessment will help determine what needs are to be accomplished to address the key challenge being experienced. This assessment of needs then informs the project's overall plan and approach to identify targeted needs within the scope. (Process Delegation: Provincial Technical Committee recommendation, signed off by Provincial Head (compliments WSAs WSDP process))

Stage 2: Scoping and Inception: The purpose of this stage is to define and review the specific need as well as details of further investigations and planning required. The scoping report will need to cover some of the key technical and institutional issues. At the end of this stage the proposed scope of the project, proposed Planning Studies and associated budget must be agreed to by all key stakeholders. (Process Delegation: Recommendation by Provincial Committee, signed off by Provincial Head; Provincial Director: Water Services Planning Support submits to the Provincial Head & Chief Director: Water Services Planning and Information for record). The scope for this phase will cover but not limited to the following aspects:

- **Project Definition:** Outline the purpose of the pipeline (e.g., sponsor objectives, project objectives including water supply for agriculture, industry, or domestic use) and describe the status quo water supply and demand dynamics versus the improvements associated with the Project.
- **Capacity Requirements:** Determine the volume of water needed to be transported.
- **User Requirements:** Water quality requirements need to be determined to inform the perform requirements of the pipeline (Raw, bulk water and potable demand and volume trends linked to population dynamics.)
- **Source and Destination:** Identify the water source (e.g., rivers, dams, aquifers) and end-user regions (A description of the potential beneficiaries of the project or programme).

- Market assessment to identify the potential market impact the proposed project will have. Identify the potential least-cost optimized water flow and how it may change over time.
- The negative consequences and risks associated with the intervention, as well as the results of not intervening, both of which must be outweighed by the benefits to justify action.
- Potential commercial structure options and preliminary financial implications.
- Stakeholders: List key stakeholders, including governments, local communities, and potential funding agencies.
- Strategic alignment: Confirm the alignment of the project objective with the strategic objectives of the Project Sponsor.
- Legal and regulatory framework.

Stage 3: Bankable Feasibility Study Report: The purpose of this stage is to carry out a more detailed demand analysis, quantify the need, identify the options and carry out an options analysis to determine the most viable option. The options analysis will need to address options with regard to technology, location, capacity of the infrastructure solution proposed and integration with existing and future developments. At the end of this stage, the proposed infrastructure option should be agreed to by all key stakeholders. This is a report detailing all the necessary approval requirements regarding costing, institutional, social, economic, and environmental and viability criteria. The feasibility study report stage also include detailing and assisting with the submissions for all necessary approval requirements regarding management and institutional processes, financial modeling and O&M commitments, Co-funding agreements, service level agreements, Environmental Impact Assessment (EIA), Water Use License Application (WULA), Water Service Development Plans (WSDPs) compliance by WSAs, Servitude Agreements, Water Conservation and Demand Management Plans (WSDPs) and this stage must address the requirements of the “Implementation Ready Guidelines”. (Process Delegation: Recommendation by Provincial Technical Committee, signed off by Provincial Head; DWS approval by the DDG: Water Services and Sanitation Management or CD:WSP&I by delegation).

The bankable feasibility stage will cover but not limited to the following aspects:

I. Technical Feasibility

- Various technical options analysis, their costs and benefits and engineering justification of the preferred technical solution.
- Life cycle costs of the various options including operations and maintenance.
- Route Selection: Identify and evaluate potential routes for the pipeline, considering topography, geology, and existing infrastructure and LiDAR to identify the preferred route based on Multi Criteria Decision Making.
- Condition assessment: Evaluate the physical condition, performance, treatment and storage of the existing infrastructure at the source and user end. Water quality testing at predefined intervals will need to be conducted to opine on the reliability of the water treatment works at the source.
- Alignment of the preferred options with municipal designs and plans.
- Design Specifications: Outline pipeline dimensions, materials, pumping stations, and associated infrastructure.
- Hydrological Analysis: Assess water availability at the source and sustainability of extraction.

- **Energy Requirements:** Evaluate power needs for pumping and other operational activities.
- **Risk Assessment:** Identify technical risks such as pipeline failures, maintenance challenges, and water losses.
- **Institutional Capacity Assessment:** This involves the analysis of the alternatives in terms of the capacity of the Implementing Institution, which could be different from the Project Sponsor. This analysis is done in light of the technical, human resource capabilities and experience needed to implement the alternatives. The Project Sponsor must demonstrate that the Implementing Institution has the capacity and capability to implement the preferred alternative. Outline of the institutional arrangements for the implementation and operations of the proposed solution.
- **Outline of adverse environmental and social consequences of the proposed technical solution, their mitigation, and associated cost.**
- **Condition assessment of related assets in Beitbridge and Musina and propose any upgrades or rehabilitation required.**

II. Environmental Feasibility on the Preferred Pipeline Solution

- **Outline, review and analysis of all legislative frameworks applicable to the Project, to the extent applicable.**
- **Review the urban planning and development framework, opine and advise on compliance with required statutory requirements.**
- **Environmental Impact Assessment (EIA):** Analyse the impact on ecosystems, biodiversity, and natural resources along the pipeline route.
- **Climate Considerations:** Assess potential climate risks such as droughts and floods.
- **Mitigation Measures:** Propose strategies to minimize negative environmental impacts.
- **Ensure compliance with WULA, EIA and other statutory requirements applicable.**
- **Compliance with SPLUMA provisions including the imposition of development charges and the existence of an appropriate development charges framework for the municipalities.**
- **Assess validity and compliance of all statutory permits and authorisations including land ownership and use.**
- **Identify the necessary permits and way-leaves required, detailing the process of acquiring these.**
- **Assistance with the submissions to obtain the permits.**

III. Social and Cultural Feasibility

- **Detailed Socio-economic impact Study (i.e. Socio-economic profiling within the Project Area of Impact, including beneficiaries and potential off-takers).**

- **Community Impact:** Evaluate potential displacement, land acquisition, and social implications for communities along the route.
- **Stakeholder Consultation:** Engage with affected communities and address their concerns.
- **Employment and Development:** Explore opportunities for job creation and skill development in local populations.

IV. Market assessment

- SA landscape
- ZIM landscape
- Demand / Supply planning
- Water access backlogs and impact of eradication associated with the Project.
- Financial and Economic Feasibility

V. Financial Viability

- **Cost Estimates:** Provide a detailed breakdown of capital, operational, and maintenance costs. Quantify project risks and adjust pricing accordingly.
- **Funding Sources:** Identify potential funding mechanisms, including public-private partnerships, international loans, and grants.
- **Economic Viability:** Assess the project's return on investment (ROI), cost-benefit ratio, and long-term sustainability.
- **Tariffs:** Determine the tariff structure from the source and identify ways to reduce the tariff, such as tariff pass-through and explore alternative pricing structures
- **Financial Model:** Develop a project finance financial model.

VI. Economic Study (In line with the National Treasury Budget Facility for Infrastructure BFI Guidelines)

- **Description of with and without the Project** from a supply and demand perspective and the consequences of the Project is not implemented.
- **Cost benefit analysis:** Conduct a cost benefit analysis based on the integrated project appraisal and risk assessment methodology that is prescribed by the National Treasury. This entails derivation of the financial and economic viability of the project and its impact on society This includes an assessment of the project's impact on

all segments of the society via the calculation of economic performance indicators such as the Economic Net Present Value (ENPV), the Economic Rate of Return (ERR) and Cost-Effective Ratios (CER).

- **Conduct Sensitivity Analysis:** This is a way of methodically testing how responsive a project's selection criteria (NPV, ENPV or any other relevant criterion) is to a change in key project variables. Sensitivity analysis enables an examination of how sensitive the financial and economic outcomes are to specific assumptions made in the project evaluation. The sensitivity of the economic analysis and financial statements to changes in key economic variables should also be considered. This includes assumptions on the key variables which may include exchange rates, interest rates, economic growth, population growth and demand for services.
- **Budget Statement:** completed budget statement template based on the financial model as required by the Budget Facility for Infrastructure Guidelines.
- **Establish capital cost benchmarks** using matrices such as unit cost estimates, levelized costs, Unit Reference Values (URVs), Net Present Values (NPVs) for all typologies of infrastructure comprising the Project.
- **Consider various funding / financing option,** justify and recommend the most feasible funding and/or financing approach; including crowding in private sector capital, if applicable.

VII. Legal and Regulatory Feasibility

- **Bilateral Agreements:** Examine existing treaties and agreements between SA and Zimbabwe regarding water resources.
- **Permits and Approvals:** Identify the required permits from both governments and local authorities.
- **Compliance:** Ensure alignment with international laws, such as the UN Convention on the Law of Non-Navigational Uses of International Watercourses.

VIII. Institutional Geopolitical and Security Feasibility

- **Institutional requirement**
- **Political Stability:** Assess political risks in both countries that could affect project implementation.
- **Border Management:** Address security concerns along the pipeline route.
- **Conflict Resolution Mechanisms:** Develop strategies to handle potential disputes over water usage.

IX. Implementation Plan

- **Timeline:** Provide a detailed project timeline / indicative construction schedule with key milestones
- **Phased Approach:** Suggest a phased implementation strategy, if applicable.
- **Maintenance services schedule;**

- Baseline risk assessment for the project;
- Health and safety plan;
- Description of the statutory permissions, funding approvals and utility approvals required to proceed with the works; and any other project-specific studies and documentation. That is, demonstration of outstanding steps to attain shovel-readiness.
- Roles and responsibility matrix for the implementation and attainment of project milestones.
- Monitoring and Evaluation: Develop a framework for project performance monitoring and evaluation.

X. Risk and Sensitivity Analysis

- Cross-Border Risks: Examine risks specific to a cross-border project, including coordination challenges and differing regulations.
- Baseline risk matrix that identifies the project's risks, defines the rating scales of the identified risks in terms of their likelihood of occurring and the potential impacts of the risks on the success of the project; and aggregates and mitigates the risks
- Contingency Plans: Develop mitigation strategies for identified risks.
- The main risks – including technical, financial, economic, social and political risks – that are anticipated by the project sponsors should be clearly stated. The risk statement should approximate the financial impact that these factors could have on project costs and revenues. It should also assign a probability of the event occurring and provide details of the mitigating actions that could manage the risk.

Stage 4: Preliminary Design Report and Research: The purpose of this stage is to carry out further investigations and a preliminary design of the accepted option as recommended in the Feasibility Study. The preliminary design often bridges the gap between design conception and detailed design. Geohydrological/geotechnical desktop studies may be required at this stage to ensure that the preferred option remains viable towards detailed design/implementation. So, in this task, the overall system configuration is defined, and schematics, diagrams, and layouts of the project may provide early project configuration. Outcomes of the PDR will suitably inform the Implementation Readiness Study towards final approval and before implementation begins. The successful bidder will also develop operation and maintenance guidelines based on the preliminary designs.

Stage 5: Detailed Designs: Immediately after approval of the PDR, the Detailed Design should be initiated. The detailed design is not part of the scope, and it will be contracted out as part of the delivery strategy informed by the Bankable

Feasibility Study. This will be determined through an assessment of options that include the pros and cons of each delivery model as set out by the bidder.

Stage 6: Implementation Ready Study (IRS): (To run concurrently with Stage 5: Detailed Design): This is a report detailing all the necessary approval requirements regarding management and institutional processes, financial modelling and O&M commitments, Co-funding agreements, service level agreements, Environmental Impact Assessment (EIA), Water Use License Application (WULA), Water Service Development Plans (WSDPs) compliance by WSAs, Servitude Agreements, Water Conservation and Demand Management Plans (WSDPs) and this stage must address the requirements of the "Implementation Ready Guidelines". Supplementing and refining information would have been determined during the Feasibility Study stages, DDR and preparing the project for implementation. Upon approval of the IRS and confirmation of funding, the project should be ready for construction (Stage 5: Detailed Design will be completed).

The high-level interventions /bankable feasibility scope of work for the appointed service provider is envisaged to be, but is not limited to the following:

- Compile Project Execution Plan (PEP) for approval.
- Stakeholder Register & Consultations with local authority / required authorities.
- Determine the full technical extent of the scope of works.
- Conduct relevant studies and obtain necessary approvals for proposed work (e.g. Surveys, Geotechnical Investigation, etc.).
- Determine initial design criteria & design options to carry out the work.
- Establish detailed brief, scope, scale, form & cost plan.
- Develop Cost Estimates, Suggested Procurement Strategies and Indicative Implementation Schedules.
- Undertake all the investigations, strategic, economic, technical, legal, commercial, financial and management studies required for the bankable feasibility.
- Complete a credible submission document with the required annexures to the Budget Facility for Infrastructure in line with the National Treasury guidelines (Refer to Annex)
- Review and finalise site development plan / schematic layout of works.

ANNEXURE A – PRICE PROPOSAL (Price Proposal must be attached in a different Folder and scanned separately)

The Pricing Proposal submitted and included as Annexure A to all Bids submitted. Professional fees must be included with the other fees e.g., disbursements.

1..1.1FORM OF OFFER AND ACCEPTANCE

(AGREEMENT) FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP061/2025 – APPOINTMENT OF A TRANSACTION ADVISORFOR THE DEVELOPMENT OF A COMPREHENSIVE BANKABLE FEASIBILITY STUDY, BUSINESS CASE IN LINE WITH THE NATIONAL TREASURY GUIDELINES FOR THE BUDGET FACILITY FOR INFRASTRUCTURE (BFI) SPECIALIST STUDIES AND CONTRACT NEGOTIATIONS ON THE OUTCOMES OF THE BANKABLE FEASIBILITY STUDY.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

.....
(In words)

.....
(in figures)ZAR

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer**

(Name and address of organisation)

**Name and
signature of
witness**

Date

PRICE PROPOSAL

The pricing offer will be binding upon acceptance by the DBSA. Nonetheless, the DBSA reserves the right to negotiate the pricing offer with the preferred bidder. Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.

1..1.2 BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the Bidder is required to propose pricing on a lump sum basis, broken down by stages, using Table 2 below. The pricing per stage may be split per deliverable in that stage. The pricing offer should be all-inclusive.

The following remuneration schedule is set for each part of the contract. Bidders should adhere to these in their proposals, within the total budget given.

1.1.2.1.1 Pricing schedule

| Stage No: | Tasks as per ToR | Key deliverables as per ToR | Resources required (number) | Estimated manhours (hours) | Hourly rate (USD/hours) | Total resource costs |
|-----------|-----------------------------------|---|-----------------------------|----------------------------|-------------------------|----------------------|
| Stage 1 | Need Assessment | Needs Assessment Report | | | | |
| Stage 2 | Scoping and Inception | Scoping and Inception Report | | | | |
| | | Condition assessment report (assets in Beitbridge and Musina) | | | | |
| Stage 3 | Bankable Feasibility Study Report | Technical Feasibility Report | | | | |
| | | Environmental Feasibility on the Preferred Pipeline Solution | | | | |
| | | Social and Cultural Feasibility | | | | |
| | | Market assessment | | | | |
| | | Financial Viability | | | | |
| | | Economic Study (In line with the National Treasury Budget Facility for Infrastructure BFI Guidelines) | | | | |
| | | Legal and Regulatory Feasibility | | | | |
| | | Institutional Geopolitical and Security Feasibility | | | | |
| | | Implementation Plan | | | | |
| | | Risk and Sensitivity Analysis | | | | |
| Stage 4 | Preliminary Design | Preliminary Design Report and Research | | | | |
| | | Preliminary Design Report and Research Report | | | | |

| | | | | | | |
|--------------|-----------------------------------|---|--|--|--|--|
| | Report and Research | | | | | |
| Stage 6 | Implementation Ready Study (IRS): | Financial modelling and O&M commitments, Co-funding agreements, service level agreements. | | | | |
| | | Water Conservation and Demand Management Plans (WSDPs) and this stage must address the requirements of the "Implementation Ready Guidelines". | | | | |
| Stage 6 | BFI | Comprehensive BFI Report in line with NT guidelines | | | | |
| | Project management | | | | | |
| Total | | | | | | |

***These table must be considered together with the detailed scope of work
Team breakdown: Pricing Shchedule (This should align to the table above)***

| DESCRIPTION | Rate/hour | Hours | Total |
|--|-----------|-------|-------|
| Project Manager (Team leader): Degree in either Eng, Finance, Economics. | | | |
| Technical Lead Degree in Civil/Structural Engineering | | | |
| Quantity Surveyor: Degree in Quantity Surveyor | | | |
| Electrical Engineer: Degree in Electrical Engineering | | | |
| Mechanical Engineer: Degree in Mechanical Engineering | | | |
| Construction Health and Safety Agent: Degree in Construction Studies or a related field | | | |
| Environmental Specialist: Degree in Environmental Science or Environmental Engineering, | | | |
| Hydrologist Degree in either Hydrology, Geoscience, Engineering (with a focus on hydrology or water science) | | | |
| Surveyor: Degree in Land Surveying | | | |

| | | | |
|--|--|--|--|
| Stakeholder Manager / Social Facilitator: Degree in Social Sciences, Development, or a related field | | | |
| Legal and Regulatory Expert: Degree in Law (LLB). Must be an admitted attorney by the Law Society of South Africa. | | | |
| Financial Modeller/Structuring: Degree in commerce or BSc Actuarial Science or Econometrics or Mathematics/Statistics or similar quantitative degree | | | |
| Project Finance Expert: Degree in Commerce, Finance or BSc Actuarial Science.. | | | |
| Socio-Economic Analysis Specialist: Degree in Development Finance, Economics, Econometrics, Statistics or related field. | | | |
| Econometrician: Degree in Development Finance, Economics, Econometrics, Statistics or related field. | | | |
| Contract management specialist: Degree in Business Administration, Finance, Legal Studies or Engineering | | | |

Deliverables

| Deliverable | Percentage |
|--|------------|
| Stage 1: Needs Assessment | 5% |
| Stage 2: Scoping and Inception | 15% |
| Stage 3: Bankable Feasibility Study Report: | 35% |
| Stage 4: Preliminary Design Report and Research: | 15% |
| Stage 6: Implementation Ready Study (IRS): | 30% |
| Total | 100 |

Deliverables completed per the remuneration schedule will be approved by the PSC under the leadership of the Project Officer, after which invoices may be submitted for payment as per the remuneration schedule. The DBSA will pay within 30 days of receiving the approved invoice.

The Bidder will be able to claim reimbursable expenses on the project for costs such as airline tickets (at economy fare rates) and hotel accommodations (within an approved list of hotels) to the extent that the travel have been approved in advance. All other expenses, included but not limited to telecom costs, taxi, printing and photocopies, meals etc. will not be subject to reimbursement.

1..1.3 ADDITIONAL CONDITIONS OF TENDER

- i. DBSA reserves the right to award one bidder per RFP in respect of tender RFP061/2025.
- ii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
 - *Value for Money* = Improved total cost.
 - *Risk Allocation* = Considering other awards, including the logistical allocation of other projects.
 - *Risk Profile* = Considering the profiles of entities, such as Procure Check, PEP Checks and Directorship to name a few.
- iii. The DBSA reserves the right to not award any bidder that has a **cumulative** order book totaling to: R60m- Level 6/ R120m- Level 7/ N/A- Level 8-9 (whichever CIDB classification is applicable to this tender – if CIDB is not applicable, this condition is N/A).
- iv. The DBSA reserves the right to not award any bidder that has a **total of five (5)** active awards/ orders with an outstanding value. If the outstanding value is 10% or less, indicating the project is nearing completion, or reached practical completion, the DBSA reserves the right to recommend.
- v. The following will be considered as one award, in the event that a bidder forms part of a Joint Venture/ Consortium: “**point iv**” based on the JV/ Consortium participation percentage and “**point v**” based on an award made to the JV/ Consortium.
- vi. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers, in line with CIDB prescripts (CIDB Inform Practice Note #5).
- vii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- viii. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ix. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- x. Tenderer is required to adhere to the Pricing Instructions as detailed, failing which will result in offer being deemed non-compliant. Where noted that a cost item was not priced, clarification will be issued to clarify reason, without allowing any costs to be amended or included.
The below conditions xi and xii are NOT APPLICABLE.
- xi. Tenderer may not propose any resources that have been allocated on a project that has been awarded by DBSA and is less than 85% complete.
- xii. The resources tendered will be assessed to verify that they are not offered on another project with less than 85% completion. Should such an occurrence transpire, a clarification will be issued to allow the tenderer to replace the applicable resource/s within 48 hrs, failing which, the bid will be excluded from recommendation.

1..1.4 ADDITIONAL CONDITIONS OF CONTRACT

- i. All subcontractors need to be from the Local area of project location, to be sourced through a localised procurement process post award.
- ii. SMMEs locality must be prioritized from the immediate locality of the project, i.e. ward/village, expanding to the local municipality, to district and then to province.
- iii. Foreign firms providing proposals must become familiar with local conditions and laws, and take them into account in preparing their proposals.
- iv. Each individual on the team must be personally available to do the work as and when required. The lead advisor will be held accountable, in terms of the consultancy contract, for ensuring project deliverables and for the professional conduct and integrity of the team
- v. Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel with similar or higher qualification and experience, subject to the approval of DBSA.

ANNEXURE B

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

This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.

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 interest¹ 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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

you, or person connected with the bidder, have a

relationship with any person who is employed by the procuring institution? **YES/NO**

¹ 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.

2.2.1 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 consortium² 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

² 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 | | RFP061/2025 |

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 ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

| 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 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. Stipulate **Company Name, Email, Contact Number and Attendee Name** in chat box, as proof of attendance.
(Failure to comply may result in bidders attendance not being recorded 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 |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

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 | | | |

| | | | |
|--|--|--|--|
| | | | |
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| | | | |

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 |
|-------------------------------|---|--|
| | | |
| | | |
| | | |

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| | | |

(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 3rd 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.

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:

[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.

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 T

UNEMPLOYMENT 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)