

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP078/2025
ISSUED DATE:	11 July 2025
NON-COMPULSORY BRIEFING SESSION DETAILS:	<p>Tender non-briefing will be done online via Microsoft teams. Bidders are advised to use the link below to register and join the briefing session.</p> <p>Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.</p> <p>Microsoft Teams Need help? https://events.teams.microsoft.com/event/6ba6821b-3fbd-40bb-b648-7de2c3b83b44@aff425d2-f098-45ac-ba9e-f62aba0bc7b2</p> <p>Date: 15 July 2025 @10H00-11H00 AM</p>
CLOSING DATE:	25 July 2025
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days from the closing date.
DESCRIPTION OF BID:	Appointment of Technical Advisors: Assessment and Verification of Infrastructure Damaged by disasters for a period of 03 months.
BID DOCUMENTS ELECTRONIC SUBMISSION:	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to submit written requests for clarification and OneDrive Link for RFP submission via e-mail to Asakundwiscm@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. Clarifications must be done three (3) working days before submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.

	<p>➤ OneDrive request will be considered up to and Including <u>25 July 2025 @16:30</u> Johannesburg time. Any requests after the stipulated date and time may be disregarded.</p> <p>NB: Electronic submission is encouraged for all bidders interested in this tender.</p> <p>No physical bids will be received or accepted at the DBSA offices</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



Table of Contents

PART A.....	4
PART B.....	7
PART C.....	8
PART D	10
PART E	25
1. BACKGROUND	25
2. OBJECTIVES OF THE TERMS OF REFERENCE.....	27
3. DETAILED SCOPE OF WORK.....	29
4. ELIBILITY CRITERIA.....	44
5. CONDITIONS OF AWARD	
6. POPIA INFORMED CONSENT	48

Annexure A.....	57
Annexure B.....	59
Annexure C.....	62
80/20 or 90/10	
80/20 or 90/10.....	
Annexure D	68
Annexure E	69
Annexure F	70
Annexure G.....	71
Annexure H	72
Annexure I	74
Annexure J.....	

**PART A
INVITATION TO BID**


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

BID NUMBER: RFP078/2025



DESCRIPTION: APPOINTMENT OF TECHNICAL ADVISORS: ASSESSMENT AND VERIFICATION OF INFRASTRUCTURE DAMAGED BY DISASTERS FOR A PERIOD OF 03 MONTHS.

CLOSING DATE: 25 July 2025
CLOSING TIME: 23H55 (Telkom time)

Name

 Bidder Name

Name

 Folder 1_Financial Proposal
 Folder 2_Technical Proposal

- a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

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.

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				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]		
1..1.3	SIGNATURE OF BIDDER			
1..1.4	DATE			
1..1.5	FULL NAME OF AUTHORISED REPRESENTATIVE			
1..1.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
REGISTERED WITH THE NATIONAL TREASURY CSD	YES		NO	
[TICK APPLICABLE BOX]				
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</p> <p>1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

PART C

CHECKLIST OF 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; and
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

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

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Proposal. Folder 2 - Pricing / Financial Proposal – Electronic submission
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: General Condition of Contract



Annexure I: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **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 (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **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.
- 1.21 **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.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **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.
- 1.30 **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 TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:

DBSA Supply Chain Management Unit

Email: Asakundwiscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

ONEDRIVE LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number).

Link Request DATE By: **25 July 2025**

Link Request TIME By: 16H30

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 a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 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 person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

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 8.1, 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 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 Officer.
- 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 Officer in writing, and most preferably by e-mail to Asakundwiscm@dbsa.org
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 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 Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

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 Officer. 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 Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)
- 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 delivered by 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 delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the

Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or 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 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 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 90 (Ninety) 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 – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders. Folder 1: Pre-qualifiers & Functionality Proposal Folder 2: Pricing Proposal-Advisor Fee Scale	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	1 Week	Y
2	Returnable documents completed and signed.	1 Week	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered to do business with the DBSA.	7 Working days	Y
4	A Tax Pin issued by SARS.	1 Week	Y

Only those Bidders which satisfy the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy the Pre-Qualifying Criteria of the First Stage will not be evaluated further.

26.1.2 Second Stage – Eligibility Criteria

26.1.1 Only those Bidders which pass all the eligibility criteria will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the Eligibility criteria (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the Third Stage.

26.1.2 **Third Stage – price and Specific goals**

26.1.2.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Eligibility Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.

26.1.2.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

27. **Risk Analysis and Objective Criteria**

(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)

- 1.1.1.1. Risk Analysis and Objective Criteria (This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are) The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process includes:
- 1.1.1.2. i. Any bidder that has a cumulative order book totaling 3 Awards with outstanding value, may be excluded from further evaluation.
- 1.1.1.3. ii. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
- 1.1.1.4. iii. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award. iv. The DBSA has the discretion to apply an objective criterion

28. **Due Diligence**

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

a. Judgements and criminal convictions

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

b. Pending litigation/liquidation/business rescue (distinct from Working Capital)

DBSA may consider any pending litigation in a court of law or administrative

tribunal as part of its risk assessment.

c. Performance

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

d. Reputational harm

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

e. Restricted/Blacklisted

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

f. Vetting

The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

29. Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- 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's employees.

30. STATUS OF BID

30.1 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.

30.2 A Bid must not be conditional on:

- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.

- 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 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).
- 30.4 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.

31. CLARIFICATION OF BIDS

- 31.1 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 held 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.
- 31.2 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.

32. DISCUSSION WITH BIDDERS

- 32.1 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.
- 32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 32.4.1 conduct a site visit, if applicable.
 - 32.4.2 provide references or additional information; and/or
 - 32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

- 33.1 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.

- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 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.

34. NO OBLIGATION TO ENTER INTO CONTRACT

- 34.1 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.
- 34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

35. BIDDER WARRANTIES

- 35.1 By submitting a Bid, a Bidder warrants that:
- 35.1.1 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;
 - 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 35.1.3 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;
 - 35.1.4 it accepts and will comply with the terms set out in this RFP; and
 - 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

- 36.1 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:
- 36.1.1 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
 - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 36.1.3 vary or extend any time or date specified in this RFP

- 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process.
- 36.1.5 require additional information or clarification from any Bidder or any other person;
- 36.1.6 provide additional information or clarification.
- 36.1.7 negotiate with any one or more Bidder;
- 36.1.8 call for new Bid.
- 36.1.9 reject any Bid received after the Closing Time; or
- 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

- 37.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 37.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 37.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

PART E

TERMS OF REFERENCE (ToR)

TECHNICAL TRANSACTION ADVISORY SERVICES TERMS OF REFERENCE - ASSESSMENT AND VERIFICATION OF INFRASTRUCTURE DAMAGED BY DISASTERS

1. INTRODUCTION AND BACKGROUND

In the 2024 Medium Term Budget Policy Statement (MTBPS), the Minister of Finance announced the Government's effort to public infrastructure financing through new mechanisms and instruments, which includes, amongst others, the issuance of requests for proposals for funders who are interested in supporting projects for urban rail revitalisation, and disaster relief services. The funding for these projects will be separated from broader sovereign borrowing and be accounted for separately. The proposed approach forms part of a new way for the National Treasury (NT) to borrow for infrastructure, where the fiscal infrastructure projects underwrite their financing.

The NT has enlisted the assistance of the Infrastructure Fund (IF) to provide technical support to package and structure disaster-related infrastructure projects that have not been accommodated in the budget and can be presented to the funding market for consideration. The projects must be packaged in a manner that allows for NT to make decisions on extending grants to those projects.

The IF and National Disaster Management Centre (NDMC") are pleased to invite suitably qualified firms to submit their credentials and proposals to act as technical advisors (Advisors) for the IF and NDMC in connection with infrastructure that was damaged by disasters throughout the country (the "Programme"). The main role of the Advisors is the assessment and physical verification of project proposals submitted by respective sectors departments, as well as strengthening information gaps and formulating technical and costing recommendations.

1.1. National Disaster Management Centre

The NDMC is established in terms of Section 8 of the Disaster Management Act, 2002 (Act No 57 of 2002) (DMA). The NDMC functions as an institution within the public service and forms part of, and functions within, Department of Cooperative Governance for which the Minister is responsible. The objective of the NDMC is to promote an integrated and co-ordinated system of disaster management, with special emphasis on disaster reduction, prevention and mitigation, by national, provincial and municipal organs of state, statutory functionaries, other role-players involved in disaster management and communities.

The DMA makes provision for the establishment of Disaster Management Centres across all spheres of government. The general powers and duties of the Nation Centre are stipulated in Section 15 of the DMA and this includes the following: must specialise in issues concerning disasters and disaster management; may act as an advisory and consultative body on issues concerning disasters and disaster management; must promote the recruitment, training and participation of volunteers in disaster management; must promote disaster management capacity building, training and education throughout the Republic, including in schools, and, to the extent that it may be appropriate. in other southern African states.

1.2. Infrastructure Fund

The IF is a ring-fenced unit housed within the Development Bank of Southern Africa Limited (the "DBSA"), a development funding institution, reconstituted and incorporated in terms of section 2 of the Development Bank of Southern Africa Act, 1997. The IF was established to structure, design, package and implement (on an accelerated basis) blended finance solutions for identified public infrastructure projects and programmes. In addition, the primary objective of the IF is to provide support to project owners at all stages of the infrastructure value chain, these being identification, conceptualisation, preparation, budgeting, financing, procurement, and implementation.

The IF has been seed funded by the National Treasury (NT) in the amount of R100 billion over the next ten (10) years. The contribution is intended to be key to the structuring of blended finance solutions. This seed funding is targeted at catalysing one trillion Rands of infrastructure delivery within the country.

The IF, alongside Infrastructure South Africa ("ISA"), actively supports project sponsors in all spheres of the South African government being national, provincial, and local spheres including state owned entities in the development of the financial mechanism for blended finance projects. The projects undertaken by Project Sponsors will primarily be in the following key sectors: energy, water and sanitation, transport, communications, human settlements, agriculture and agro-processing, health, education and municipal infrastructure.

The IF's core objective is to encourage collaboration between public and private role-players to unlock successful blended financing solutions that will enable projects to achieve financial close. The IF achieves this objective by:

- i. Undertaking all activities necessary to develop blended financing solutions for projects which includes identifying and developing appropriate funding structures such as the use of grants, capital contributions, user pay models, interest rate guarantees, subordinated debt etc. The IF also develops financial models, financial delivery mechanisms and incentives for the projects;
- ii. Where appropriate, arranging, coordinating, structuring and engaging with financial markets to develop financial instruments that will enable investments in projects by private investors;
- iii. Where necessary, developing a procurement plan for the projects and providing procurement support to Project Sponsors; and
- iv. Monitoring and driving the process of moving projects across the value chain, that is, through the planning stage until financial closure.

For more information on the IF, please visit the website: <https://www.dbsa.org/solutions/infrastructure-fund>

1.3. The programme

Due to climate change, South Africa has experienced more frequent intense storms and heavy rainfall in the past two years, worsening existing socio-scale nationwide. South Africa has also witnessed numerous floods and storm impacts in Western Cape, Eastern Cape, KwaZulu Natal, Free State, North West, Limpopo and Mpumalanga provinces, and these events caused extensive damages of infrastructure in certain districts and affected many people. These affected provinces are facing ongoing weather challenges and infrastructural deficiencies, also must prepare for potential further deterioration as the South African Weather Service predicts continued above-normal rainfall. While this situation may not yet match the scale of those previously experienced disasters, indicators suggest a potential escalation in severity which will be heightened by the cyclical nature of the cyclone season that exacerbates the situation.

In 2024, the National Treasury received substantial requests for funding infrastructure damaged by disasters, estimated at R11 billion from various sectors across the seven affected provinces. However, NT was only able to support a few applicants for R1.6 billion of the project proposals based on the unforeseen and unavoidable adjustments budget criteria. This is only 15 per cent of the project proposals submitted. Given that most proposals were not approved albeit significant infrastructure losses and damage, in December 2024, Government requested all affected sectors to submit additional information for consideration 2025 for further consideration (see **Appendix A** – Guideline for Resubmissions). Additional information was received from five provinces, Western Cape, Eastern Cape, Limpopo, Mpumalanga and KZN.

The Programme entails the appointment of a technical advisory teams to support the IF and NDMC to undertake the assessment and verification of project proposals received from the three applicants i.e Western Cape, Mpumalanga and Eastern Cape. These provinces were affected by severe flood and storm impacts that caused extensive damages to infrastructure assets.

The scope of work straddles five sectors, health, roads, agriculture, tourism facilities and education infrastructure mostly school roofs and buildings. The scope of the project entails inter alia; the desktop and physical assessment and verification of project proposals submitted by respective applicants; including strengthening information gaps and formulating recommendations for improving readiness levels against the eligibility criteria. Additionally, the team will also make recommendations on increasing resilience of

projects including packaging and structuring projects for presentation to the funding allocation decision-making structures for consideration.

Lessons learnt, short-comings and gaps noted during the assessment process will be collated for feedback and improvements through facilitated workshops as part of capacity building support to equip officials in effective planning and delivery of climate proof.

2. TECHNICAL ADVISORS SCOPE OF WORK

2.1. Scope of services

The IF seeks the services of technical advisors to assists in delivering the following functions:

- Provide technical assistance for the assessment (both desktop and physical), verification and analysis of project sites and infrastructure where disasters were experienced to ensure alignment with the period under consideration and eligibility criteria set.
- Harmonise, standardise and evaluate information provided in the project proposals and recommend improvements on gaps in line with the attached application / submission Guideline (Appendix A): Disaster Recovery – Supplementary Submission Guideline.
- Recommendations for packaging, delivery strategies and funding structures including budget allocations thereof.
- Production of provincial and consolidated incident or project and recommendations reports.
- Provide intelligence to IF, NT and NDMC on priority projects and motivation for projects that should be allocated fiscal funding.
- Collate data and report on the functionality and capacity of the damaged infrastructure before the disaster incidents. Statistics such as traffic information and trends, length and width of stormwater, roads and bridges, capacity of damages schools and the nature of ecological and agricultural assets.
- Review the environmental, geotechnical and typological characteristics of project site and suitability for repairing the damaged infrastructure and conduct a value for money assessment.
- Collaborate with the Cost Benefit Analysis Specialist to provide data and clarity from the technical assessments.
- Recommend the appropriate technical designs and configuration of the solutioning projects and the impact on the functionality and capacity of the repaired infrastructure, including the post construction statistics.
- Prepare high level BoQs for the infrastructure elements that are proposed for repair and implementation.
- Interact with application on and offsite.
- Assess the implementation and management capacity of applicants for the proposed infrastructure and propose alternatives where applicable. Opine on the shovel-readiness of the proposed solutions and implementation timeframes.

2.2. Duration of assignment

The Scope of Work will commence, indicatively, in August 2025. This is a short-term assignment for an estimated duration of 2 months. The key activities, deliverables, and proposed number of working days to complete these are detailed in table 1 below. This is calculated in working days.

Table 1: Project Activities, Deliverables and Days

No.	Deliverable / Activity	Infrastructure Technical Advisor Team	Submission date
1	Inception Report and Work plan including desktop assessment of project proposals	5 days	1 week after kick-off meeting

2	Verification of project sites and extent of damage by the experienced national disaster	5 days	15 days after work-plan
3	Updating information gaps where data is accessible	10 days	Concurrently with the verification activity
4	Funding Recommendations on project proposal submissions including packaging and structuring projects for funding allocation decision-making consideration	15 days	5 days after activity 2 and 3
5	Meetings	3 days	At agreed frequency
6	Workshop for sharing lessons learnt, shortcomings and gaps from the submissions including improvements thereof	2 days	Convened after activity 4 is completed
Total number of working days per province		40 days	

3. METHODOLOGY AND APPROACH

The IF is looking for a team of technical and associated skills as registered and governed by the Engineering Council of South Africa or other promulgated built environment council. It is expected that this team will be led a **Key Advisor (KA)**. It is expected that they will be supported by a team. This team of resources can consist of any combination advisors as may be necessary to successfully deliver the project within the time specified duration. At a minimum these advisors must be **Candidate Advisors (CAs) with minimum 10 years' experience**

It is required that the service provider demonstrates a track record in providing technical assurance for the envisaged sectors, integrating views of a combination of technical experts while providing the requisite professional indemnities.

3.1. Detailed Staffing Proposal

- The composition of the supporting team should consider their experience, competence, experience working on large infrastructure projects. It is mandatory that the Principal technical specialists are able to demonstrate extensive experience in the specific sectors (roads education and health facilities, building structures, agriculture). The service providers proposal must provide details and supporting evidence in respect of each member of the team, academic qualifications (bachelor's degree or above), professional registration (PR Eng etc), relevant experience and expertise in the scope of work specified.
- The combination of technical experts will be for the discretion of the bidder, and could include but not necessarily be limited to:
 - Civil Engineer
 - Electrical Engineer
 - Mechanical Engineer
 - Cost Engineer/Quantity Surveyor
- As part of the method statement, it is required that the bidder, details the responsibility envisaged for each member of the proposed team and confirms the availability of the proposed resource allocation of all members of the proposed team for the duration of the Project. Changes in the composition of the team will not be permitted, except in the most exceptional circumstances and only with prior consent from the IF.
- a **detailed profile of the Principal Technical Specialist**, which includes:
 - a description of **experience** in the provision of project and technical advisory services in the infrastructure sectors and track record, knowledge,

and experience of the Principal Technical specialist in respect of the specified infrastructure sectors.

- **In doing so the lead advisor must demonstrate appropriate experience in the specified sectors by providing a transaction list detailing their advisory experience in at least 3 projects within the specific sectors. All projects should have a minimum project value of R100 million each. (Appendix 2 must be used to populate the project details) in the specified sectors.**

A **Methodology and Approach** proposal must be included (minimum 2 pages), in terms of which the Bidder must explain the methodology and approach that will be followed to achieve the project's objectives. Also contained in the Methodology and Approach must be:

- **a preliminary risk management plan for any risks identified** in these terms of reference and any other risks identified by the Bidder.
- **a proposal outlining the process and plan with timeframes** of conducting the required work.
- **the proposed team's capacity to commence** and execute the scope within timeframes (including express confirmation of availability),
- in conclusion, the methodology must clearly demonstrate how all the deliverables will be achieved.

3.2. Expert team and eligibility criteria

The assignment will be implemented by three appraisal teams packaged as per Table 2 below to be engaged on a full-time basis during the estimated 3 months implementation period with Principal Technical Specialist procured first. Each team will consist of a Principal Technical Specialist and a combination of Key Experts. A representative or resource from the NDMC will support with stakeholder engagement processes with the specific province, including liaising with the project sponsors and setting up meetings. The service provider is expected to work with other advisory teams as and when required. Given the quantum of work required, it is envisaged that two companies will be appointed to undertake this workstream split into a team that will undertake 2 work streams and the other that will undertake 3 work streams. It must however be noted that the IF reserves the right to appoint one company should the others not meet the eligibility criteria set.

The teams are expected to provide CVs that meet the requirements listed in Table 2-4 below. Only the CVs of two resources will be evaluated, the lead and support.

The CV must clearly state the individual's qualifications and employment history. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.

Table 2: Resourcing Strategy for Packaged Provinces

No.	Package		Lead	Support
1	Eastern Cape	Health; Education and Roads	1	1
2	Mpumalanga	Agriculture	1	1
3	Western Cape	Health; Education, Tourism and Agriculture.	1	1

NB: Bidders are encouraged to participate in all provinces, however to the extent not, preference should be specified for ease of evaluation.

Eligibility Criteria

The experts must be able to demonstrate a comprehensive understanding of the requirements of the assignment and have proven experience with the subject matter including ability to work within a team within very tight deadlines. The Lead technical advisor will manage the team and be responsible for ensuring project deliverables and the professional conduct and integrity of the team. It is required that the team should consist of the following key personnel: Lead Technical Advisor and Assistant Technical Advisors.

Given the various skill set required from each of the provinces listed, each province has its own eligibility criteria required in that province, so it is the bidder's responsibility to specify exactly which province they are bidding for. Bidders can bid for all the three provinces, however the decision to award will be based on best commercial offer and value for money principle for the DBSA.

Table 3: Eastern Cape Eligibility Criteria /Expert Profile

No	Experts required	Eligibility Yes/No
1	Lead Technical Expert (Please indicate Preferred Package as per Table 3)	
1.1	Post graduate degree qualification (NQF level 8) in the Built Environment and/or related disciplines.	
1.2	<p>Minimum 15 years relevant experience in the built environment demonstrating the following:</p> <ul style="list-style-type: none"> • Engineering, design and estimating costs for projects • Experience in compiling and assessing feasibility reports and business cases. • Infrastructure project planning and implementation • Knowledge of public sector legislative prescripts e.g. PFMA, MFMA, Division of Revenue Act (DoRA), National Disaster Management Act and associated frameworks. • Understanding of Government procurements across the 3 spheres of government • Understanding of cooperative governance and intergovernmental relations protocols. • Understanding of climate vulnerability and resilience • Understanding of the SA infrastructure delivery environment. • Managing and leading teams to deliver results within high-pressured environments <p>Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.</p>	
1.3	In addition to the experience, the lead expert must have undertaken a minimum of 3 projects demonstrating the above-mentioned experience in at least two of the following sectors: Health; Education and Roads . Each project undertaken must be at least R100 million or more	

	Kindly submit CV as per template provided and a copy of the qualification/s together with proof of professional registration with the Engineering Council of South Africa.	
2	Assistant Technical Expert (Support)	
2.1	Degree qualification (NQF level 7) in the Built Environment and/or related disciplines.	
2.2	<p>Minimum 10 years relevant experience in the built environment demonstrating the following:</p> <ul style="list-style-type: none"> • Engineering, design and quantification of projects. • Experience in compiling and assessing feasibility reports and business cases. • Infrastructure project planning and implementation • Knowledge of public sector legislative prescripts e.g. PFMA, MFMA, Division of Revenue Act (DoRA), National Disaster Management Act and associated frameworks. • Understanding of Government procurements across the 3 spheres of government • Understanding of cooperative governance and intergovernmental relations protocols. <p>Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.</p>	
2.3	<p>In addition to the experience, the assistant technical expert must have undertaken a minimum of 3 projects demonstrating the above-mentioned experience in the following sectors: Health, Education, and Roads. The projects undertaken must be at least R50 million or more.</p> <p>Kindly submit CV as per template provided and a copy of the qualification/s.</p>	
3	Methodology and approach	
	<p>The Expert must provide a minimum 2 pages methodology (maximum 5 pages) and approach that will be followed to achieve the project's objectives. This must include but not limited to:</p> <ul style="list-style-type: none"> • A proposal outlining the process to be followed to deliver the scope of work for each stage; • A detailed plan with timeframes of conducting the required work • Risk Mitigation plan for this project; • Organogram with lead, assistant and supporting team. 	

Table 4: Mpumalanga Eligibility Criteria /Expert Profile

No	Experts required	Eligibility Yes/No
1	Lead Technical Expert (Please indicate Preferred Package as per Table 3)	
1.1	Post graduate degree qualification (NQF level 8) in the Built Environment and/or related disciplines.	

1.2	<p>Minimum 15 years relevant experience in the built environment demonstrating the following:</p> <ul style="list-style-type: none"> • Engineering, design and estimating costs for projects. • Experience in compiling and assessing feasibility reports and business cases. • Infrastructure project planning and implementation. • Knowledge of public sector legislative prescripts e.g. PFMA, MFMA, Division of Revenue Act (DoRA), National Disaster Management Act and associated frameworks. • Understanding of Government procurements across the 3 spheres of government • Understanding of cooperative governance and intergovernmental relations protocols. • Understanding of climate vulnerability and resilience • Understanding of the SA infrastructure delivery environment. • Managing and leading teams to deliver results within high-pressured environments <p>Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.</p>	
1.3	<p>In addition to the experience, the technical expert must have undertaken a minimum of 3 projects demonstrating the above-mentioned experience in the Agriculture sector or similar sectors. The projects undertaken must be at least R50 million or more</p> <p>Kindly submit CV as per template provided and a copy of the qualification/s together with proof of professional registration with the Engineering Council of South Africa.</p>	
2	Assistant Technical Expert (Support)	
2.1	Degree qualification (NQF level 7) in the Built Environment and/or related disciplines.	
2.2	<p>Minimum 10 years relevant experience in the built environment demonstrating the following:</p> <ul style="list-style-type: none"> • Engineering, design and quantification of projects; • Experience in compiling and assessing feasibility reports and business cases. • Infrastructure project planning and implementation • Knowledge of public sector legislative prescripts e.g. PFMA, MFMA, Division of Revenue Act (DoRA), National Disaster Management Act and associated frameworks. • Understanding of Government procurements across the 3 spheres of government • Understanding of cooperative governance and intergovernmental relations protocols. <p>Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.</p>	

2.3	In addition to the experience, the assistant technical expert must have undertaken a minimum of 3 projects demonstrating the above-mentioned experience in the Agriculture or similar sectors . The projects undertaken must be at least R20 million or more. Kindly submit CV as per template provided and a copy of the qualification/s.	
3	Methodology and approach	
	<p>The Expert must provide a minimum 2 pages methodology (maximum 5 pages) and approach that will be followed to achieve the project's objectives. This must include but not limited to:</p> <ul style="list-style-type: none"> • A proposal outlining the process to be followed to deliver the scope of work for each stage. • A detailed plan with timeframes of conducting the required work • Risk Mitigation plan for this project. • Organogram with lead, assistant and supporting team. 	

Table 5: Western Cape Eligibility Criteria /Expert Profile

No	Experts required	Eligibility Yes/No
1	Lead Technical Expert (Please indicate Preferred Package as per Table 3)	
1.1	Post graduate degree qualification (NQF level 8) in the Built Environment and/or related disciplines.	
1.2	<p>Minimum 15 years relevant experience in the built environment demonstrating the following:</p> <ul style="list-style-type: none"> • Engineering, design and estimating costs for projects. • Experience in compiling and assessing feasibility reports and business cases. • Infrastructure project planning and implementation. • Knowledge of public sector legislative prescripts e.g. PFMA, MFMA, Division of Revenue Act (DoRA), National Disaster Management Act and associated frameworks. • Understanding of Government procurements across the 3 spheres of government • Understanding of cooperative governance and intergovernmental relations protocols. • Understanding of climate vulnerability and resilience • Understanding of the SA infrastructure delivery environment. • Managing and leading teams to deliver results within high-pressured environments <p>Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.</p>	
1.3	In addition to the experience, the technical expert must have undertaken a minimum of 3 projects demonstrating the above-mentioned experience in the following at least two of the following sectors: Health; Education, Tourism Facilities and Agriculture . The projects undertaken must be at least R100 million or more	

	Kindly submit CV as per template provided and a copy of the qualification/s together with proof of professional registration with the Engineering Council of South Africa.	
2	Assistant Technical Expert (Support)	
2.1	Degree qualification (NQF level 7) in the Built Environment and/or related disciplines.	
2.2	<p>Minimum 10 years relevant experience in the built environment demonstrating the following:</p> <ul style="list-style-type: none"> • Engineering, design and quantification of projects; • Experience in compiling and assessing feasibility reports and business cases. • Infrastructure project planning and implementation • Knowledge of public sector legislative prescripts e.g. PFMA, MFMA, Division of Revenue Act (DoRA), National Disaster Management Act and associated frameworks. • Understanding of Government procurements across the 3 spheres of government • Understanding of cooperative governance and intergovernmental relations protocols. <p>Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.</p>	
2.3	<p>In addition to the experience, the assistant technical expert must have undertaken a minimum of 3 projects demonstrating the above-mentioned experience in the following sectors: Health; Education, Tourism Facilities and Agriculture. The projects undertaken must be at least R50 million or more.</p> <p>Kindly submit CV as per template provided and a copy of the qualification/s.</p>	
3	Methodology and approach	
	<p>The Expert must provide a minimum 2 pages methodology (maximum 5 pages) and approach that will be followed to achieve the project's objectives. This must include but not limited to:</p> <ul style="list-style-type: none"> • A proposal outlining the process to be followed to deliver the scope of work for each stage; • A detailed plan with timeframes of conducting the required work • Risk Mitigation plan for this project; • Organogram with lead, assistant and supporting team. 	

NB: Given the various skill set required from each of the provinces listed, each province has its own eligibility criteria required in that province, so It is the bidder's responsibility to specify exactly which province they are bidding for. Bidders can bid for all the three provinces, however the decision to award will be based on best commercial offer and value for money principle for the DBSA.

All submitted CVs must clearly state the individual's relevant qualifications and employment history. Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.

For international qualifications, relevant South African Qualification Authority ("SAQA") equivalent to be indicated.

ONLY BIDS WHICH SATISFY ALL THE ABOVE ELIGIBILITY CRITERIA WILL BE EVALUATED ON PRICING.

IT IS RECOMMEND TO LIST MORE THAN THE MINIMUM REQUIRED NUMBER OF PROJECTS TO SAFEGUARD AGAINST DELISTING OF PROJECT DUE TO INCOMPLETENESS.

Risk Analysis:

- a) It is the intention of the DBSA to award two to three provinces to one PSP, however the DBSA reserves the right to award more than three provinces where no offers are received from other bidders or in cases where the value for money principle remains adversely compromised, post negotiations with other ranked bidders.
- b) Bidders are encouraged to participate in all provinces, however they are also encouraged to indicate the preferred province
- c) The decision to award will be based on best commercial offer and value for money principle for the DBSA.
- d) Where a bidder is ranked highest in more than one (01) province, the offer of award will be informed by the highest project value of bids under consideration for that bidder.
- e) Where the next highest ranked bidder is being considered for an offer of award (based on the principle of 2 to 3 provinces, the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- f) In cases where negotiations are unsuccessful, the DBSA may revert back to a higher ranked bidder.

Subcontracting

The TA may subcontract part of the services as stipulated in the Eligibility Criteria to the extent and with such subcontractor(s) as may be approved in advance by the IF, subject to the following conditions:

- it is the responsibility of the TA to select competent subcontractors that possess the expertise stipulated in these Terms of Reference;
- the TA shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor;
- no separate contract shall be entered into between the IF and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses; and
- the TA is required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement (in the case of subcontracting of natural person(s) this requirement shall not apply).

Notwithstanding the above, the TA shall retain full responsibility for providing the services to the IF. The TA shall not subcontract the whole of the services.

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.

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 TA is required to propose pricing on a lump sum basis, broken down by stages for each province using Table 8 below. The pricing per stage may be split per deliverable in that stage. The scope of work included in this assignment is both a desktop exercise and site visit assignment. All site visits will be at the expense of the Infrastructure Fund. Bidder are encouraged to provide a pricing proposal as per Table 8 for each Province.

Table 6: Pricing Proposal

Deliverable / Activity	ZAR EC	ZAR MP	ZAR WC
1. Inception Report and Work plan including desktop assessment of project proposals			
2. Verification of project sites and extent of damage by the experienced national disaster			
3. Updating information gaps where data is accessible			
4. Funding Recommendations on project proposal submissions including packaging and structuring projects for funding allocation decision-making consideration			
5. Meetings			
6. Workshop for sharing lessons learnt, short-comings and gaps from the submissions including improvements thereof			
TOTAL INCL VAT			

THE IF RESERVES THE RIGHT TO AWARD THE CONTRACT IN FULL OR PART THEREOF, SUBJECT TO BUDGET AVAILABILITY.

IT IS IMPORTANT TO NOTE THAT THE DBSA CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.

Additional Objective Criteria

- a. The decision to award will be based on the above stipulated strategy, best commercial offer.
- b. In addition to the financial offer and preference evaluation, the Bidders having the highest ranking / number of points, will additionally be reviewed against the following points, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable:
 - i. if having passed Responsiveness, the Bidder 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 Bidder 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;
 - v. the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
 - vi. not convicted by a court of law for fraud and corruption; and
 - vii. not removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

CONDITIONS OF AWARD

The following award conditions are applicable:

- The successful bidder will be required to enter into a services agreement with the IF on such terms as will be specified at the contracting stage, which will include the IF's standard terms for similar agreements.
- The Transaction Advisor will report to the Head: Infrastructure Finance (at the Infrastructure Fund) and may, from time to time, be required to present and submit progress reports within stipulated timeframes. The Transaction Advisor will be expected to confirm professional indemnity cover for the active duration of the assignment.

- The services agreement will provide for the process to be followed for the approval and payment of invoices, and the approval or adoption of deliverables, which will be based on the IF's management of payment and approval processes for similar services.
- The professionals allocated by the TA to the assignment shall remain on the assignment unless permission is granted in writing by the Infrastructure Fund to change dedicated professionals. Such permission will only be granted in exceptional circumstances.
- Intellectual property developed as a consequence of the TA's work on the assignment will vest in the Infrastructure Fund.
- The services agreement will provide for the protection of confidential information, which will be based on the IF's standard terms and conditions for similar agreements.
- The costs of preparing proposals and negotiating the contract are not reimbursable;
- The IF is not obligated to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder;
- The TA shall be precluded from undertaking any work or providing any services to any bidding consortium or members of such a consortium and/or the private party or to any eventual project that may result, directly or indirectly from these Services;
- The DBSA will not accept any late bid submissions. Bidders may not contact the DBSA or Infrastructure Fund or any participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid.
- It is the responsibility of the bidder to ensure that soft copies of documents are provided in formats that are supported by Adobe Acrobat®. All bids, or parts thereof, which cannot be opened will not be evaluated.
- The DBSA reserves the right to change any information in, or to issue an addendum to this document 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. Should the DBSA exercise its right to change information, it may seek amended responses from all bidders.

THE DBSA CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.

OTHER

- The successful bidder will enter into an engagement letter with the IF with the Services to be provided exclusively to the IF and duty of care owed solely to the IF.
- We expressly reserve the unconditional right to reject any proposal and/or accept any proposal in part or in whole.
- The foregoing information is highly confidential and should not be disclosed to anyone.

1. POPIA INFORMED CONSENT

INTRODUCTION

For purposes of this document Section **Error! Reference source not found.** (Hereinafter referred to as the “**Privacy Policy**”):

“**Applicable Laws**” means, local, foreign, and international laws, regulations, treaties, and codes, for example: Administrative Laws, Financial and Tax Laws, Company Laws, Procurement Laws and Health and Safety Laws.

“**Contractors**”, “**Consultants**”, “**Service Providers**” or “**you**” means any prospective, new, or existing contractor, consultant, or service provider of the DBSA.

“**DBSA**”, “**Bank**” or “**we**” means the Development Bank of Southern Africa Limited, acting in our capacity as principal or agent.

“**Personal Information**” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:

- the name of the person if it appears with tother Personal Information relating to the person of if the disclosure of the name itself would reveal information about the person.
- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- the biometric information of the person;
- the personal opinions, views, or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

“**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

- the collection, receipt, recording, organisation, collation, storage, updating modification, retrieval, alteration, consultation, or use;
- dissemination by means of transmission, distribution or making available in any other form; or
- merging, linking, as well as restriction, degradation, erasure, or destruction of information;

“Special Personal Information” means information relating to an individual’s:

- ethnicity;
- gender;
- religious or other beliefs;
- political opinions;
- membership of a trade union;
- sexual orientation;
- medical history;
- offences committed or alleged to have been committed by that individual;
- biometric details; and
- children’s details.

This Privacy Policy sets out (i) the purpose for the collection of your Personal Information and (ii) how your Personal Information will be used by the DBSA. The Privacy Policy applies to any information, including Personal and Special Personal Information, you give to the DBSA, or which the DBSA may collect from third parties.

It is important that you read this Privacy Policy carefully before submitting any Personal Information to DBSA. By submitting any Personal Information to the DBSA, you provide consent to the Processing of your Personal Information as set out in this Privacy Policy.

The provisions of this Privacy Policy are subject to mandatory, unalterable provisions of Applicable Laws.

Please do not submit any Personal Information to the DBSA if you do not agree to any of the provisions of this Privacy Policy. If you do not consent to the provisions of this Privacy Policy, or parts of the Privacy Policy, the DBSA will not be able to engage with you and/or enter into any subsequent relationship with you.

HOW TO CONTACT US REGARDING YOUR PERSONAL INFORMATION

If you have any comments or questions about this Privacy Statement, please contact the Deputy Information Officer at **POPIA@DBSA.ORG**.

AMENDMENT OF THIS PRIVACY POLICY

We may amend this Privacy Policy from time to time for any of the following reasons:

- to provide for the introduction of new systems, methods of operation or services.
- to comply with changes to any legal or regulatory requirement;
- to ensure that our Policy is clearer and more favourable to you;
- to rectify any mistake that might be discovered from time to time; and/or

- for any other reason which we, in its sole discretion, may deem reasonable or necessary.

Any such amendment will come into effect and become part of any contract that you have with the DBSA, when notice is given to you of the change by publication on our website. It is your responsibility to check the website often.

PRIVACY AND INDEMNITY

DBSA takes your privacy and the protection of your Personal Information very seriously, and we will only use your Personal Information in accordance with this Privacy Policy and Applicable Laws. It is nonetheless important that you take all necessary and appropriate steps to protect your Personal Information yourself (for example, by ensuring that all electronic passwords and access codes are kept secure).

We have implemented reasonable technical and operational measures to keep your Personal Information secure.

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

INFORMATION WHICH WE MAY COLLECT ABOUT YOU

- **Your or your employer or organisation's contact information**, such as name, alias, address, identity number, passport number, security number, registration number, phone number, cell phone number, vehicle make and registration number, social media user ID, email address, and similar contact data, serial numbers of equipment, details regarding the possession of dangerous weapons, and other contact information including details of your employer, memberships or affiliations, such as the name of your employer or organisation that you are a member of, information about your colleagues or those within your organization, your status with an organization, and similar data, which are required for various legitimate interest, contractual and / or lawful reasons.
- **Specific identifiers**, which are required in order to protect legitimate interests, comply with legal obligations or public legal duties, or in order to accommodate you in our workplaces, such as your race (Employment Equity related), religion (correct and fair treatment related), sexual and medical history including any medical conditions (to comply with laws and related to correct and fair treatment issues), trade union matters (to comply with laws and related to correct and fair treatment issues), and financial, credit, deviant and criminal history (to protect our legitimate interests and to perform risk assessments), as well as children's details (benefits related).
- **Account Information**, including banking details, security-related information (including usernames and passwords, authentication methods, and roles), service-related information (including purchase history and account profiles), billing-related information (including payment, shipping, and billing information), and similar data, all which are required to perform contractual matters and / or in order to provide you access to services.
- **User Content**, such as content of communications, suggestions, questions, comments, feedback, and other information you send to us, that you provide to us when you contact us, or that you post on our websites, applications, mobile applications, or social media portals or platforms including information in alerts, folders, notes, and shares of content), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.
- **Device & Browser Information**, such as network and connection information (including Internet Service Provider (ISP) and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application, or browser type, version, plug-in type and version,

operating system, user agent, language and time zone settings, and other technical information), advertising identifiers, cookie identifiers and information, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.

- **Usage Information and Browsing History**, such as usage metrics (including usage rates, occurrences of technical errors, diagnostic reports, settings preferences, backup information, API calls, and other logs), content interactions (including searches, views, downloads, prints, shares, streams, and display or playback details), and user journey history (including clickstreams and page navigation, URLs, timestamps, content viewed or searched for, page response times, page interaction information (such as scrolling, clicks, and mouse-overs), and download errors), advertising interactions (including when and how you interact with marketing and advertising materials, click rates, or next steps you may make after seeing an advertisement, and marketing preferences), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Location Data**, such as the location of your device, your household, and similar location data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Demographic Information**, such as country, preferred language, age and date of birth, marriage status, gender, physical characteristics, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Your Image**, such as still pictures, video, voice, and other similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Identity Information**, such as government-issued identification information, tax identifiers, social security numbers, other government-issued identifiers, and similar data, which are required to comply with laws and public duties.
- **Financial Information**, such as billing address, billing contact details, and similar data., tax numbers and VAT numbers, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place and / or which are required to comply with laws and public duties.
- **Career, Education, and Employment Related Information**, such as job preferences or interests, work performance and history, salary history, status as a veteran, nationality and immigration status, demographic data, disability-related information, application information, professional licensure information and related compliance activities, accreditations and other accolades, education history (including schools attended, academic degrees or areas of study, academic performance, and rankings), and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Health records** such as medical status and history, examinations, blood type, medial aid history, disability-related information, biometrics, medicals, psychometrics, and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.

- **Social Media and Online Content**, such as information placed or posted in social media and online profiles, online posts, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.

We may require you to provide additional Personal Information, in order for us to meet our legal or regulatory obligations.

Where you provide us with the Personal Information of third parties you should take steps to inform the third party that you need to disclose their details to us, identifying us. We will process their Personal Information in accordance with this Privacy Policy.

HOW WE COLLECT INFORMATION

You may provide Personal Information to us, as follows:

- **Direct collection:** You provide personal information to us when you:
 - use our websites, applications, mobile applications, or social media portals or platforms;
 - interact with us;
 - enquire about, or search for our goods or services;
 - create or maintain a profile or account with us;
 - tender to supply us with goods or services;
 - conclude a contract with us;
 - purchase or subscribe to our goods or service;
 - use our goods or services;
 - purchase, use, or otherwise interact with content, products, or services from third party providers who have a relationship with us;
 - create, post, or submit user content on our websites, applications, mobile applications, or social media portals or platforms;
 - register for or attend one of our events or locations;
 - request or sign up for information, including marketing material;
 - communicate with us by phone, email, chat, in person, or otherwise;
 - complete a questionnaire, survey, support ticket, or other information request form;
 - when you submit a quotation, or offer to do business with us, a tender or when you conclude a contract with us;
 - when you express an interest in a bursary or sponsorship.
- **Automatic collection:** We collect personal information automatically from you when you:
 - search for, visit, interact with, or use our websites, applications, mobile applications, or social media portals or platforms;
 - use our goods or services (including through a device);
 - access, use, or download content from us;
 - open emails or click on links in emails or advertisements from us;
 - otherwise interact or communicate with us (such as when you attend one of our events or locations, when you request support or send us information, or when you mention or post to our social media accounts).
- **Collection from third parties:** We collect Personal Information about you from third parties, such as:
 - your organisation and others with whom you have a relationship with that provide or publish personal information related to you, such as from our customers or from others when they create, post, or submit user content that may include your Personal Information;
 - Regulatory Bodies, professional or industry organisations and certification / licensure agencies that provide or publish personal information related to you;
 - third parties and affiliates who deal with or interact with us or you;

- service providers and business partners who work with us and that we may utilise to deliver certain content, products, or services or to enhance your experience;
- marketing, sales generation, and recruiting business partners;
- National Treasury, SAP, Home Affairs, Credit bureaus and other similar agencies;
- Government agencies, Regulators and others who release or publish public records; and/or
- other publicly or generally available sources, such as social media sites, public and online websites, open databases, and data in the public domain.

USE OF INFORMATION COLLECTED

We may use, transfer, and disclose your Personal Information for the purposes of:

- **Tendering and related procurement and supply chain management procedures-legitimate purpose:** For the purposes of assessing whether you are capable and able to provide the DBSA with the required and requested goods and services in accordance with the supplied tender and / or request to contract documentation, which determination will take place as per the supply chain and procurement policies and procedures using duly appointed bid evaluation committees and / or selection personnel, in accordance with Applicable Laws.
- **Due diligence purposes - legitimate purpose:** To carry out a due diligence before we decide to engage or interact with you or to do business with you, including obtaining and verifying your credentials, including your business details, medical status, health history and related records, education and employment history and qualifications, credit and financial status and history, tax status, B-BBEE status, and or any performance or vendor related history.
- **Contract purposes – appointment as a vendor and service provider:** Where declared a successful applicant or bidder, for the purposes of appointing you as a contractor, consultant, or service provider and for the purposes of carrying out the required actions for the conclusion of a contract, including the drafting and / or vetting of the related procurement and contractual documents.
- **Attending to financial matters pertaining to any transaction - conclusion of a contract:** To administer accounts or profiles related to you or your organization including registrations, subscriptions, purchases, billing events, fees, costs and charges calculations, quoting, invoicing, receipt of payments or payment of refunds, reconciliations, and financial management in general.
- **Communications - legitimate purpose:** To make contact with you and to communicate with you generally or in respect of our or your requirements, or instructions.
- **Risk assessment, fraud detection and anti-bribery and corruption matters - legitimate purpose:** To carry out vendor, organizational and enterprise wide risk assessments, in order to detect and prevent bribery, corruption, fraud and abuse, to comply with Applicable Laws, as well as to identify and authenticate your access to and to provide you with access to our goods, services or premises and generally to ensure the security and protection of all persons including employees, and persons when entering or leaving our sites and operations or facilities and / or to exercise our rights and to protect our and others' rights and / or property, including to take action against those that seek to violate or abuse our systems, services, customers or employees and / or other third parties where applicable.
- **Legal obligation and public duties:** To comply with the law and our legal obligations, including to register with Regulatory Bodies, obtain and hold permits and certificates, register for VAT, Tax, PAYE, SDL, COIDA and UIF etc. and to submit reports or provide various notices or returns, to litigate and / or to respond to a request or order from a SAP official, investigator, or court official, Regulator, or public authority.

- **Security purposes: legitimate purpose and to comply with laws:** to permit you access to our offices, facilities, manufacturing, or parking areas, as well as to controlled areas, for the purposes of monitoring via CCTV, your interaction and access in and from our facilities described above, and for general risk management, security, and emergency incident control purposes as well as for data and cybersecurity purposes.
- **Marketing and electronic communications related thereto – consent required:** To provide you with communications regarding us, our goods, and services and / or other notifications, programs, events, or updates that you may have registered asked for, and to send you offers, advertising, and marketing materials, including providing personalized advertising to you, save where you have opted out of this activity.
- **Internal research and development purposes – consent required:** To conduct internal research and development for new content, products, and services, and to improve, test, and enhance the features and functions of our current goods and services.

DISCLOSURE OF YOUR INFORMATION

Your Personal Information may be shared with our agents, sub-contractors, Regulatory Bodies, and auditors as well as selected third parties who process the information on our behalf.

We may also disclose your personal information to third parties when we are entitled or obliged to do so under Applicable Law.

We may transfer your information to an agent, sub-contractor or third party who carries on business in another country, including one which may not have data protection laws similar to those of the Republic. If this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you do not wish us to disclose this information to third parties, please contact us at the contact details set out above. We may, however, then not be able to engage with you and/or enter into any subsequent relationship with you.

RETENTION OF YOUR INFORMATION

We may retain your personal information indefinitely, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of Applicable Laws. However, as a general rule, we will retain your information in accordance with retention periods set out in Applicable Laws, unless we need to retain it for longer for a lawful purpose.

ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION

You may request details of personal information which we hold about you under the Protection of Personal Information Act 4 of 2013 (“**POPIA**”) or about third parties where your rights are affected by such information under the Promotion of Access to Information Act 2 of 2000 (“**PAIA**”). Fees to obtain a copy or a description of such personal information are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about you may be requested free of charge.

You may request the correction of personal information DBSA holds about you. Please ensure that the information we hold about you is complete, accurate and up to date. The onus is on you to advise the DBSA of any changes to your personal information, as and when these may occur.

You have a right in certain circumstances to request the destruction or deletion of and, where applicable, to obtain restriction on the processing of personal information held about you. If you wish to exercise this right, please contact us using the contact details set out above.

You have a right to object on reasonable grounds to the processing of your personal information.

For more information in this regard please read our PAIA manual, which can be found on our website at: <https://www.dbsa.org/about-us/paia-information-manual>

COMPLAINTS

Should you believe that we have utilised your personal information contrary to Applicable Laws, you undertake to first attempt to resolve any concerns with us.

If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Regulator, using the contact details listed below:

Tel: 012 406 4818

Fax: 086 500 3351

Email: infoereg@justice.gov.za **Fees and Assumptions**

Annexure A

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP078/2025: APPOINTMENT OF TECHNICAL ADVISORS: ASSESSMENT AND VERIFICATION OF INFRASTRUCTURE DAMAGED BY DISASTERS FOR A PERIOD OF 03 MONTHS.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

.....
..... (in words); ZAR (in figures),
.....

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

Signature(s) _____

Name(s) _____

Capacity _____

For the
Tenderer

(Name and address of organisation)

Name and
signature of
witness _____ Date _____

Price proposal

(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)

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/offer 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. **BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER WILL BE DISQUALIFICATION FROM THE PROCESS.**

BIDDER'S DISCLOSURE

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

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 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any

interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 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.

SBD 4

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.

- 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 C

SBD 6.1

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 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 follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

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

Where

P_s = Points scored for price of tender under consideration

P_t = 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		

5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) 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

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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.

<p style="text-align: center;">..... SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:.....</p> <p>ADDRESS:.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
------	----------	-----	----

4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Annexure D

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

Annexure E

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

Annexure F

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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