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:	**RFP075/2025**
ISSUED DATE:	**21 October 2025**
COMPULSORY BRIEFING SESSION DETAILS:	**Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to register and join the briefing session.** **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.** **Microsoft Teams** Need help? https://events.teams.microsoft.com/event/f3059107-8eb1-4ae2-8d0c-730275c3909e@aff425d2-f098-45ac-ba9e-f62aba0bc7b2 **Date: 14 November 2025** **Time: 10:00** AM **-11:00** AM
CLOSING DATE:	**05 December 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 Transaction Advisors to Undertake Bankable Feasibility Studies for the Olifantsfontein Wastewater Treatment Works ("WWTW") reuse project.**
BID DOCUMENTS ELECTRONIC SUBMISSION:	**1. ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** ➢ 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. ➢ OneDrive request will be considered up to and Including **05 December 2025 @16:30** Johannesburg time. Any requests after the stipulated date and time may be disregarded. **NB: Electronic submission is encouraged for all bidders interested in this tender.** **No physical bids will be received or accepted at the DBSA offices**
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

0% ZERO Tolerance

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

Table of Contents

PART A
INVITATION TO BID

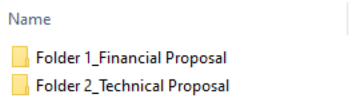
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)

BID NUMBER: **RFP075/2025**

DESCRIPTION: **Appointment of Transaction Advisors to Undertake Bankable Feasibility Studies for the Olifantsfontein Wastewater Treatment Works (“WWTW”) reuse project.**

CLOSING DATE: 05 December 2025

CLOSING TIME: 23H55 (Telkom time)



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**	

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES/WORKS OFFERED?**	☐Yes ☐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.)**	

IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD **[TICK APPLICABLE BOX]**	**YES**		**NO**	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

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.

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.

2. TAX COMPLIANCE REQUIREMENTS

2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.

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.

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.

2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

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.

2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

☐ ☐ **Annexure I:** CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;

1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;

1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations,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:	**05 December 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:

<u>Stage 1: Responsiveness</u>

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
2	Attendance Register of the Compulsory Briefing Session attended by the Tenderer Virtual	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder **must be registered** to do business with the DBSA.	48 hours	Y
4	A Tax Pin issued by SARS.	48 hours	Y
5	Professional Indemnity Insurance (as appropriate for this assignment)	48 hours	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 – Functionality Criteria**

26.1.2.1 Only those Bidders who meet the minimum threshold set will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

26.1.2.2 Bidders will be assessed on the functional criteria (Second Stage) as set out in this RFP.

Evaluation Criteria	**Minimum/ Threshold No. of points (See NOTE*** below in this Table)**	**Maximum possible number of points**
Evaluation Criteria 1: Proposed Methodology and Approach	21	30
Evaluation Criteria 2: Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.)	17.5	25
Evaluation Criteria 3: Experience of the Tenderer's Proposed Key Resources / Experts	28	40
Evaluation Criteria 4: Lead Tenderer's Quality Management Policies.	3.5	5
Maximum possible score (Points)		**100**
Minimum threshold score (Total Points) for Tenderer's financial proposal and preference to be considered further	**70**	
NOTE*:** Minimum / Threshold number of Points is the minimum threshold for each Evaluation Criteria. A score of anything below the specified minimum (threshold) score for the specific Evaluation Criteria leads to disqualification of the proposal.		

Evaluation of Proposed Methodology and Approach: Max points = 30 points.

Prompt(s) For Judgement: Proposed Methodology and Approach	**Rating (Score) /Points**
No response. Failed to address the question / issue	Disclaimer / No Score: 0 points, Score = 0% of max no. of points for criterion
The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The	Poor: 9 points, (Score = 30% of max no. of points for criterion)

Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. Tenderer's proposed methodology and approach inadequately covered less than 3 out of the 7 critical aspects of project methodology and approach. The bidder's project programme is unrealistic, does not correlate with the approach and methodology and does not meet the stated timelines for execution of the work.	
The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic. Tenderer's methodology inadequately covered up to 5 of the 7 critical aspects of project methodology and approach. The bidder's project programme is unrealistic, does not correlate with the approach and methodology and does not meet the stated timelines for execution of the work.	Unsatisfactory/inadequate: 15 points, (Score =50% of max no. of points for criterion)
The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. Tender's methodology acceptably covered up to 6 of the 7 critical aspects of project methodology and approach. The bidder's project programme is realistic, correlates with the approach and methodology and meets the stated timelines for execution of the work	Good/satisfactory: 21 points (Score =70% of max no. of points for criterion)
Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs. Tenderer's methodology acceptably covered all the 7 critical aspects of project methodology and approach. The bidder's project programme is realistic, correlates with the approach and methodology and substantially meets or exceeds the stated timelines for execution of the work	Very good: 30 points (Score =100% of max no. of points for criterion)
Note: Methodology must cover at minimum: 1. Needs Analysis; 2. Solution Options Analysis: 3. Project Due Diligence; 4. Value Assessment (Financial Model); 5. Economic	

Valuation (CBA); 6. Procurement Plan; 7. Bankable Feasibility Study Report & Revisiting the Feasibility Study. A detailed project implementation plan / programme is required to illustrate activities that will be performed and estimated timelines to meet the stated project execution timeline of not more than 18 months.

Evaluation of Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.) in executing work of a similar nature: Max points = 25 points.

Prompt(s) For Judgement: Experience of the Tenderer	Rating (Score) /Points
Tenderer has submitted no information or inadequate information to determine scoring level.	Disclaimer / No Score: 0 points. Score = 0% of max no. of points for criterion
Tenderer has successfully provided professional services in the development of PPP bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for waste water treatment or water reuse projects contracts in South Africa or internationally, with the projects having a combined capital value of less than R500 million in the past 15 years.	Poor: 14 points. (Score = 40% of max no. of points for criterion)
Tenderer has successfully provided professional services in the development of PPP bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for waste water treatment or water reuse projects contracts in South Africa or internationally, with the projects having a combined capital value of between R500 million and R1 000m in the past 15 years.	Satisfactory: 24.5 points. (Score =70% of max no. of points for criterion)
Tenderer has successfully provided professional services in the development of PPP bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for waste water treatment or water reuse projects contracts in South Africa or internationally, with the projects having a combined capital value of between R1 000 million and R2 000m in the past 15 years.	Good: 31.5 points. (Score =90% of max no. of points for criterion)
Tenderer has successfully provided professional services in the development of PPP bankable feasibility studies, cost-	Very good: 35 points. (Score =100% of max no. of points for criterion)

benefit analysis (CBA), financial modelling, project preparation, and procurement documents for waste water treatment or water reuse projects contracts in South Africa or internationally, with the projects having a combined capital value of more than R2 000 million in the past 15 years.	

Evaluation of Experience of the Tenderer's Proposed Key Resources / Experts: Max points = 40 points.

ID	Key Resource / Expert	Maximum No of Points	Prompt(s) For Judgement: Experience of The Tenderer's Proposed Key Resources / Experts and Rating Score /Points
1	Project Manager/ Team Leader	10	• Submit a CV, qualification in Civil Engineering (min of NQF level 8 in a relevant field) and professional registration with ECSA. • Disclaimer: No information submitted: 0 points • Poor: Less than 20 years post-professional registration experience: 4.0 points • Good 20 years or more, but less than 25 years post-professional registration experience: 7 points. • Very Good: 25 years or more post-professional registration experience: 10 points.
2	Engineer: waste water treatment / Water Reuse specialist	7.5	• Submit a CV, qualification (min of NQF level 8 in Civil engineering) and professional registration with ECSA • Disclaimer: No information submitted: 0 points • Poor: Less than 15 years post-professional registration experience: 2 points • Good: 15 years or more, but less than 20 years post-professional registration experience: 3.5 points. • Very Good: 20 years or more post-professional registration experience: 5 points.
3	Legal, Regulatory Compliance (with BEE) and PPP Expert	5	• Submit a CV, qualification (min of NQF level 8 in law) and professional registration with LPC • Disclaimer: No information submitted: 0 points • Poor: Less than 15 years post-registration experience: 2 points • Good: 15 years or more, but less than 20 years post-registration experience: 3.5 points. • Very Good: 20 years or more post-registration experience: 5 points.
4	Risk Management Specialist	2.5	• Submit a CV, qualification (min of NQF level 7) • Disclaimer: No information submitted: 0 points • Poor: Less than 15 years post-registration experience: 1.0 points • Good: 15 years or more, but less than 20 years post-registration experience: 2.00 points. • Very Good: 20 years or more post-registration experience: 2.5 points.
5	Municipal Finance / Infrastructure Investment Analysis and Project Finance / financial modelling Expert	5	• Submit a CV, qualification (min of NQF level 8 in finance) and professional registration with a relevant professional body. • Disclaimer: No information submitted: 0 points • Poor: Less than 15 years post-registration experience: 2 points • Good: 15 years or more, but less than 20 years post-registration experience: 3.5 points. • Very Good: 20 years or more post-registration experience: 5 points.

6	Environmental Management and Development / Social Facilitation / gender Expert	2.5	• Submit a CV, relevant qualification (min of NQF level 7) and professional registration with EAPASA. • Disclaimer: No information submitted: 0 points • Poor: Less than 10 years post-registration experience: 1.0 points • Good: 10 years or more, but less than 15 years post-registration experience: 2.00 points. • Very Good: 15 years or more post-registration experience: 2.5 points.
7	Cost Benefit Analysis & Socio-Economic Impact Analysis Specialist	2.5	• Submit a CV, qualification (min of NQF level 8 in economics) • Disclaimer: No information submitted: 0 points • Poor: Less than 10 years post-registration experience: 1.0 points • Good: 10 years or more, but less than 15 years post-registration experience: 2.00 points. • Very Good: 15 years or more post-registration experience: 2.5 points.
8	Stakeholder Engagement Specialist	2.5	• Submit a CV, qualification (min of NQF level 7) • Disclaimer: No information submitted: 0 points • Poor: Less than 10 years post-registration experience: 1.0 points • Good: 10 years or more, but less than 15 years post-registration experience: 2.00 points. • Very Good: 15 years or more post-registration experience: 2.5 points.
9	Support team	2.5	• Provide CVs of support team to work with key resources in the different fields. • Poor: inadequate support team and resources provided in key field of Engineering, Finance, CBA and Legal (Less than 2 proposed resources per field): 0 points • Good: adequate support team and resources provided in key field of Engineering, Finance, CBA and Legal (Between 3-4 proposed resources per field): 2 points • Very good: excellent support team and resources provided in key field of Engineering, Finance, CBA and Legal (More than 4 proposed resources per field): 2.5 points.

Note: bidders may propose a specialist to perform more than one role but a minimum of 7 resources will be required

26.1.3 **Third Stage – Financial Offer (Price) and Specific Goals With reference to the PPPFA 2022, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:**

Evaluation Criteria		Points
1	Price	80
2	Specific Goals (BBBEE Level)	20
3	Total	100

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

26.1.3.2 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.

26.1.4 **Risk Analysis and Objective Criteria**

26.1.4.1.In addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as "Other Objective Criteria" in terms of the National Treasury PPR 2022 order to ascertain suitability for award – DBSA reserve the right to clarify any aspects listed hereunder where applicable.

26.1.4.2.If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.

26.1.4.3.Fully registered with the National Treasury Central Supplier Database.

26.1.4.4.No misrepresentation in the tender information submitted.

26.1.4.5.Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.

26.1.4.6.The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.

26.1.4.7.The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.

26.1.4.8.The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

26.1.4.9.The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

26.1.4.10.Convicted by a court of law for fraud and corruption

26.1.4.11.Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

26.1.4.12.Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP will not be eligible for award under this RFP. In addition, any bidder who has received a written notice of non-performance in the twelve-month period preceding the award of this RFP, may in the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.

26.1.4.13. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.

26.1.4.14. Any bidder that has a cumulative order book totalling 3 Awards with outstanding value, may be excluded from further evaluation.

26.1.4.15. 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.

26.1.4.16. 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.

27. 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.

28. 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.

29. STATUS OF BID

29.1 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.

29.2 A Bid must not be conditional on:

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

29.2.3 the Bidder conducting due diligence or any other form of enquiry or investigation.

29.2.4 the Bidder (or any other party) obtaining any regulatory approval or consent.

29.2.5 the Bidder obtaining the consent or approval of any third party; or

29.2.6 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

29.3 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).

29.4 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.

30. CLARIFICATION OF BIDS

30.1 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.

30.2 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.

31. DISCUSSION WITH BIDDERS

31.1 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.

31.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

31.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

31.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

31.4.2 conduct a site visit, if applicable.

31.4.3 provide references or additional information; and/or

31.4.4 make themselves available for panel interviews.

32. SUCCESSFUL BIDS

32.1 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.

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

32.3 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.

33. NO OBLIGATION TO ENTER INTO CONTRACT

33.1 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.

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

34. BIDDER WARRANTIES

34.1 By submitting a Bid, a Bidder warrants that:

34.1.2 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;

34.1.3 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

34.1.4 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;

34.1.5 it accepts and will comply with the terms set out in this RFP; and

34.1.6 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

35. DBSA'S RIGHTS

35.1 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:

35.1.2 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.

35.1.3 alter the structure and/or the timing of this RFP or the Tendering Process;

35.1.4 vary or extend any time or date specified in this RFP

35.1.5 terminate the participation of any Bidder or any other person in the Tendering Process.

35.1.6 require additional information or clarification from any Bidder or any other person;

35.1.7 provide additional information or clarification.

35.1.8 negotiate with any one or more Bidder;

35.1.9 call for new Bid.

35.1.10 reject any Bid received after the Closing Time; or

35.1.11 reject any Bid that does not comply with the requirements of this RFP.

36. GOVERNING LAWS

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

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

36.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

PART E

TERMS OF REFERENCE

BBBEE	Broad based black economic empowerment
DBFOM	Design, Build, Finance, Operate and Maintain, or part thereof, as a contracting option
ERWAT	Ekurhuleni Water Care Company
FAA	Funding Activity Agreement (Green Climate Fund)
GTAC	Government Technical Advisory Centre, an agency of National Treasury providing transaction advisory services
MFMA	Local Government: Municipal Finance Management Act 56 of 2003
MSA	Local Government: Municipal Services Act 32 of 2000
NWPP	National Water Partnerships Programme
Project	Olifantsfontein Wastewater Treatment Works Water Reuse Project
Project Owner	ERWAT/Rand Water Services
SCM Policy	Supply Chain Management Policy
ToR	Terms of Reference: Transaction advisory support for project preparation of a water reuse project, issued under the Water Reuse Programme
TVR	Treasury Views and Recommendations
WPO	Water Partnerships Office
WRP	Water Reuse Programme
WULA	Water Use License Application

1. INTRODUCTION

1.1 Water Reuse Programme

The Water Reuse Programme (WRP) is established with the objective of creating a centre of excellence for water reuse projects (the Project) in South Africa. The WRP is managed and implemented through a programme management office, referred to as the Water Partnerships Office (WPO), under the National Water Partnerships Programme (NWPP).

This Terms of Reference (ToR) is issued as a framework to guide scoping and costing of activities to support the Olifantsfontein Wastewater Treatment Water Reuse Project preparation. It is intended for the appointment of a transaction advisor to assist the Project Owner. The support and input of the Project Owner is essential to prepare a water reuse project for funding and implementation.

1.2 Transaction Advisor

A Transaction Advisor will be appointed and contracted by the WPO with the concurrence of the Project Owner from the panel of service providers procured by the WPO to support the development of a Project, or through an open procurement process. Although appointed and remunerated by agreement with the WPO, the Transaction Advisor will also work with the Project Owner in preparing the Project. The Project Owner, WPO and Transaction Advisor will conclude an agreement of co-operation, with clear roles and responsibilities.

1.3 Staged Approach

The ToR is structured to have **"Stage Gates"** which will require WPO and Project Owner decision-making and WPO approval to proceed to the next stage. Appointment for any particular stage will not automatically assume appointment for all stages. The work of the Transaction Advisor may be terminated by the WPO at the end of any stage, or sooner if reasonably required, without any additional remuneration other than that priced for and delivered at the date of termination.

The approach includes the following **3 Stages**:

Inception (Stage 1): There will be on-going project management throughout the 3 stages, from inception to close out, with regular engagement, coordination and engagement.

Bankable Full-Feasibility: If approved in principle by WPO and the Project Owner for a detailed full feasibility (**Stage 2**) the Transaction Advisor conducts the Project Bankable Feasibility Study (legal, site, BBBEE, financial and socio economic and environmental), including a value assessment of the preferred technical and contracting option, and structures a procurement plan to give effect to the recommendation. The bankability of the Project must be underpinned and supported by a detailed financial model, that demonstrates amongst others the project viability, affordability, sustainability and risk mitigation.

Stages 1 and 2 must be completed within a maximum timeframe of 18 calendar months.

Implementation: If approved in principle by the WPO and the Project Owner for implementation (**Stage 3**), the Transaction Advisor will, if contracted to do so, proceed to provide the necessary technical, legal, and financial transaction advisory support for the implementation of the Project including procurement of a contractor(s).

The contents of the deliverable of the Bankable Feasibility Study are defined in **Part E-Annex B**.

This ToR, will determine the scope of work of the Transaction Advisor.

2. PROJECT MANAGEMENT

The stage of Project Management is ongoing, the outcome of which is to facilitate the Project Owner and the Transaction Advisor to understand how the assignment will proceed and is managed and delivered.

2.1 Inception

Within two weeks of signing a contract with the WPO, the Transaction Advisor shall submit and present to the WPO and Project Owner a detailed inception plan and project schedule (TASK 1). This plan and schedule shall present sufficient and detailed information concerning the Transaction Advisor's approach to accomplishing the assignment to allow effective planning and scheduling of all activities required to support the Transaction Advisor's efforts. This will involve development of a detailed Project Inception Plan that will document the organization, scope, financial commitment, schedule and responsibility for all tasks to be accomplished within the assignment. This document will also serve as the project management tool for allowing all involved parties to follow the progress of the Transaction Advisor's efforts. Once approved by the WPO, it shall be the Project Plan against which progress is reported and monitored. It shall include and identification of all stakeholders, authorised representatives, and decision-making authority.

The Transaction Advisor shall travel to the Project Owner for a kick-off meeting with the Project Owner to 1) prepare the Inception Plan and Schedule; 2) gather initial Project information; and 3) physically observe water supply and wastewater management conditions and facilities in the Project service area.

2.2 Project steering meetings

The Transaction Advisor shall attend at the offices of the Project Owner (unless on-line platforms are agreed as appropriate with the WPO) for quarterly project steering committee meetings with Project Owner and the WPO or as and when reasonably required by the Project Owner and/or the WPO. The Transaction Advisor shall circulate an agenda at least a week before the project steering committee meeting, and a copy of the previous engagement records of outcomes.

The Transaction Advisor present on the 1) the outcomes of the activity to date; 2) progress of the Project Plan, 3) progress on the Project feasibility, and 4) raise any issues requiring escalation for resolution or guidance from the Project Owner and/ or WPO. The Transaction Advisor shall act as secretariat and prepare and distribute agendas and meeting minutes to allow for preparation.

2.3 Project progress reporting

The Transaction Advisor shall prepare and submit monthly progress reports, delivered within 7 days of the end of each month to the WPO and the Project Owner. The report shall include 1) actual progress of the Project against the Project Plan and indicators, 2) actual expenditure during the preceding quarter and 3) Project progress risks and mitigation strategies; and 4) any other information that may be reasonably requested from the Transaction Advisor. Information to be collated into an Annual Project Report and submitted to the WPO at the end of the calendar year. **Note Reference:** GCF Funding Activity Agreement (FAA): Project level monitoring: Undertaken as per the project specific log frame that will be compiled for each sub-project funded by the WRP. The project teams will be required to report to the WRP biannually based on the project log frame. As part of the monitoring the WRP will establish baselines for each paradigm shift dimension to develop the paradigm shift scorecard using the approach outlined by Green Climate Fund (GCF) in the Integrated Results Management Framework (IRMF) Handbook.

2.4 Close out

On written notification by WPO of termination of the activity of the Transaction Advisor, for whatever reason and at whatever stage, the Transaction Advisor must compile a (i) comprehensive close-out report and (ii) case study. These and must incorporate any additional factors reasonably required by the Project Owner and/or the WPO. The close-out report will be a confidential document of the Project Owner and WPO. The case study may become a public document, made available on various government websites.

3. SCOPE OF WORK

3.1. Introduction

The preparation stage consists of an Inception Study and a detailed Bankable Feasibility Study. In the Inception Study (**Stage 1**) the Transaction Advisor will conduct the demand analysis, a technical options analysis, and the service delivery analysis. In the Bankable Feasibility Study (**Stage 2**) the Transaction Advisor conducts the Bankable Feasibility Study, an institutional, governance and legal analysis of the Project Owner, a value and financial viability assessment for service provision by a delivery method to be determined in the feasibility studies and the procurement plan.

If opportune, the Transaction Advisor will provide the necessary technical, legal, and financial Transaction Advisory support for the procurement of a contractual arrangement.

The Transaction Advisor will provide support to the Project Owner during the procurement process of contractor(s) to implement the project.

The Transaction Advisor needs to submit a single bid divided into three parts: Inception Study (**Stage 1**); Bankable Feasibility Study (**Stage 2**) and Implementation (incl. Procurement) (**Stage 3**)), in the format prescribed by the Project Owner as part of the bid.

The work of the Transaction Advisor may be terminated at the end of any stage without any additional remuneration other than that priced for that stage. Bidders need therefore to ensure that the price quoted for each stage adequately covers the work to be undertaken in that stage.

Reference to 'the Transaction Advisor' includes the entire Transaction Advisory team, or relevant members, under the management of a single lead Transaction Advisor who shall contract with the Project Owner and/or WPO.

The total contract duration is 10 months from acceptance of the letter of award by the preferred bidder. The bidder will have to submit an estimated timeline showing how the project will be completed in a maximum of 8 months. Bidders are encouraged to submit shorter estimated timelines, which will be viewed favourable. The Technical Requirements and Scope of Project are outlined in **Part E- Annex A.**

3.2. Project description and preparatory work

Capacity

1. The licensed capacity of existing Olifantsfontein WWTW is 105 megalitres per day (annual average dry weather flow). The envisaged ultimate capacity of the reclamation plant is 70 megalitres per day.
2. Design the land layout for an ultimate reclamation facility capacity of 70 megalitres per day (annual average dry weather flow). This is done to ensure that further expansion and growth of the plant up to its ultimate capacity is catered for within the proposed land zoning.

Best Technical Option

1. In determining the best technology option to be used, the Transaction Advisor must conduct a full technical review of the current processes, infrastructure and technology before deciding what can be implemented to take advantage of the existing infrastructure.
2. This also includes possible ways to improve the bankability of the project, the generation of electricity (if required) for own consumption on the water resource centre, the treatment and disposal of sludge. Note: <u>Sludge beneficiation (see Task 7.3 permitting/authorisations)</u> and all other by-products of the treatment process in keeping with current and emerging regulations.

3. This also includes possible ways to improve the bankability of the project, the generation of electricity (if required) for own consumption on the water resource centre, the treatment and disposal of sludge and all other by-products of the treatment process in keeping with current and emerging regulations.
4. The technical options should take into consideration, if applicable, previous preliminary studies conducted in which reuse and demand forecasts were explored (Reference: Ekurhuleni Infrastructure Delivery Programme (EIDP) Feasibility Study: Wastewater Reclamation Programme November 2017– Prepared by Wayo Consulting).
5. No experimental or demonstration technologies can be considered. The technology options must be globally proven and capable of meeting all the relevant standards for the potential customers.
6. A strong emphasis is placed on energy efficiency and the Transaction Advisor will need to incorporate the use of high-energy efficiency technologies in the technical options.
7. The Transaction Advisor needs to work in conjunction with the Project Owner and the WPO to determine how the Project Owner's staff will be redeployed in terms of employment as a recommended implementation mechanism.

NOTES:

The Transaction Advisor will have to become familiar with all background documentation, technical feasibility studies and preparatory work conducted to date by the Project Owner or other relevant parties for this project.

The following challenges have been identified and need to be addressed by the Transaction Advisor in pursuing the project:

1. Determining the treated wastewater quality at the works for the potential customers.
2. Determining the disposal method of brine (or concentrated saline water).
3. Determining the quality of the effluent and the associated risk assessment (as envisaged in SANS 241, particularly Part 2) of the influent and effluent to ensure all contaminants of emerging concern (CECs) and other contaminants are adequately treated.
4. Determining the future capacity requirements of the waste-water treatment works and the reuse plant.
5. Determining the energy potential for gas to energy conversion from the organic sludge at the WWTW.
6. Choosing the appropriate wastewater reuse technology and processes.
7. Determining the amount of final effluent to be produced.
8. Determining how to handle the excess wastewater to the WWTW.
9. Determine the financial viability of the project as well as the financial impact on the Project Owner and affordability by the end users.

The TA should therefore clearly demonstrate in their proposal how they intend to address these challenges and how they intend to program the various interfaces for the timely delivery of the project outputs. In addition, the TA must meet the requirements either in the feasibility study or as part of the Bid Documents that will be drawn up.

3.3 Format and Presentation of Bankable Feasibility Study Deliverable

The bankable feasibility study needs to clearly assess the full project life-cycle costs and benefits of technical viable options and, where applicable, propose the optimal value-for-money solution for the Municipality to achieve its desired outcomes. In addition, the affordability to the Municipality should be assessed. The required bankable feasibility report format is defined in **Part E**-**Annex B**.

The bankable feasibility study, comprising all results, conclusions, and recommendations, must be compiled in a single report in Word format (with relevant annexes), and delivered as both electronic and hard copy documents. All financial models must be in Excel format, and clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models must be sufficiently adaptable and should come with a handbook for use by others at later stages.

The bankable feasibility study must be presented to the Project Owner officials with a thorough executive summary and must be accompanied by a PowerPoint presentation that encapsulates all the key features of the study. The executive summary and PowerPoint presentation must be compiled in such a manner that they can be used by the Project Owner and the WPO for decision-making purposes. The Transaction Advisor lead must be present at this presentation.

3.4. Stage 1: Inception

TASK 1: Inception Plan and Project Schedule

This task category serves to ensure that the Project Owner and the Transaction Advisor fully understand how the assignment will proceed and detailed project schedule with key milestones to complete the work with maximum timeframe of 18 calendar months. This will involve development of a detailed Project Inception Plan that will document the organization, scope, financial commitment, schedule and responsibility for all tasks to be accomplished within the assignment. This initial document will also serve as a management tool for allowing all parties involved to follow the progress of the Transaction Advisor’s efforts.

Note: The Reference: Ekurhuleni Infrastructure Delivery Programme (EIDP) Feasibility Study: Wastewater Reclamation Programme November 2017– Prepared by Wayo Consulting should be considered as a basis to reduce duplication of work.

Activity 1.1 Prepare and Submit Inception Plan: As mentioned earlier, within two weeks of signing the contract for the work, the Transaction Advisor shall submit and present to the Project Owner and the WPO a detailed Inception Plan and Schedule. This plan and schedule shall present sufficient information concerning the Transaction Advisor’s approach to accomplishing the assignment to allow effective planning and scheduling of all activities required to support the Transaction Advisor's efforts.

TASK 2: Data Collection and Project Steering Meetings

Through this task category, the Transaction Advisor will seek and secure all existing and available information concerning the Project. The Transaction Advisor will also understand the expected Scope of the Project and objectives of the Project Owner. This will be accomplished through the following activities:

Activity 2.1 Prepare and Submit Requested Information Matrix: Prior to the kick-off meeting identified in Activity 2.2 below, the Transaction Advisor will prepare and submit to the Project Owner list of information required to successfully accomplish the assignment.

Activity 2.2 Kick-Off Meeting and Project Steering Meetings: The Transaction Advisor shall travel to the Project Owner's office for a kick-off meeting with the Project Owner and the WPO, to 1) prepare the Inception Plan and Schedule; 2) gather initial Project information; and 3) physically observe water supply and wastewater management conditions and facilities in the Project service area. Furthermore, the Transaction Advisor shall travel to the Project Owner's offices for project steering meetings (maximum of 36 PSC meetings) with the Project Owner and the WPO, or as a when required (Ad Hoc – maximum of 6 Ad Hoc Meetings) during the development of the project to present on the 1) progress of the project, and 2) prepare and distribute meeting minutes at least two weeks before the next PSC meeting.

Activity 2.3 Acquire Data: The Transaction Advisor shall acquire all relevant reports and data concerning existing technical and other feasibility studies that were conducted by prior consultants. The Transaction Advisor will be responsible for reviewing the acquired documents, identify the gaps and present a new and bankable feasibility report noting the specific requirements detailed in this ToR. At a minimum, this information shall include:

- Reports and data pertaining to current water resources in the Project service area
- Physical/technical data and investment plans related to the existing water supply and wastewater management infrastructure and services in the Project service area
- Any previous feasibility analyses or investigations relevant to the Project service area including all transfer projects and wastewater reuse
- Current relevant institutional relationships for existing water sector services and facilities, and
- All government regulations and requirements applicable to the Project including.

Delays in receiving the data requested shall be promptly communicated by the Transaction Advisor to the Project Owner and the WPO together with the associated impacts on the progress of the project.

Activity 2.4 Identify Data Gaps: Based on the initial investigation and acquisition of Project data and information, the Transaction Advisor will identify additional data and gaps that must be developed to successfully complete the assignment. The Transaction Adviser will also include an indication of the assistance to be provided by the WPO and Municipality in securing this additional information.

Activity 2.5 Prepare and Submit Progress Reports: The Transaction Advisor shall prepare and submit progress reports for each quarter during the feasibility and procurement stages of this contract. Each progress report shall be delivered within 30 days of the end of each quarter. The report shall include 1) actual progress of the Project, 2) actual expenditure during the preceding quarter and 3) any other information that may be reasonably requested from the Transaction Advisor.

Activity 2.6 Review Statutory and Regulatory Requirements: The Transaction Advisor shall investigate all applicable existing and pending statutory and regulatory requirements relevant to existing water sector services and facilities as well as any proposed means for the implementation of a water reuse plant. At a minimum, this will include any laws and regulations from all applicable local, provincial and national governmental sources. To achieve this regulatory review, the Transaction Advisor will consult with applicable local, provincial and national regulatory agencies to advise them on the Project and to solicit their input into the necessary Project activities. The Project Owner and the Department of Water and Sanitation must agree on the water reuse standards/guidelines that will be used in this project as well as the volume of water available for reuse, taking into consideration downstream and ecological reserve uses and allocations.

TASK 3: Demand Analysis

Through this task category, the Transaction Advisor will be required to produce a demand analysis that defines the proposed project, demonstrates that the project aligns with the municipality's strategic objectives and capacity. The deliverables will be accomplished through the following activities:

Activity 3.1 Demonstrate that the water reuse project aligns with the Project Owner's strategic objectives: Summarise the Project Owner's strategic objectives and policies that determine what the deliverables are. Particular attention must be given to the Project Owner's obligations to provide Water Services (WSA and WSP) at the required level of assurance and tariff structure to its industrial customers and residents.

Activity 3.2 Identify and analyse available budgets: Analyse the Project Owner's future budgetary commitments. Furthermore, comment on the tariffs and potential revenue (to the Project Owner) generated by the business model/structure/special purpose vehicle) of the project. Analyse the operations and maintenance budgets of the WWTW to determine where and how the money is spent and make recommendations of improved financial management. Once the Project Owner's objectives and budget has been identified, the outputs of the project need to be specified together with its commitment and capacity demonstrated.

Activity 3.3 Demonstrate the Project Owner's commitment and capacity: Summarise that the Project Owner can process, evaluate, negotiate, implement and manage the potential project. In addition, assess the skills of the management, operational and maintenance personnel at the WWTW and propose improvements.

Activity 3.4 Define the project: A proposed scope of such a project shall be summarised against the Project Owner's strategic objectives. A list of significant the Project Owner's assets that would be used for the project (such as land and infrastructure) shall also be determined. Detail customer profile(s) that are likely to sign off-take agreements.

TASK 4: Technical Options Analysis

Through this task category, the Transaction Advisor will determine the best technical option using leading water reuse technologies aligned with the specified project outputs. The TA will define the economic, technical, environmental (incl. climate) and social risks associated with these. The deliverables will be accomplished through the following activities:

Activity 4.1 List all the technical solution options for the project and evaluate each technical option: Review options presented in other studies and provide a list of viable technical options to meet the specified project outputs, which will present financial affordability to the end users.

The Transaction Advisor will develop a matrix of all potential Project risks for the technology options including, at a minimum, all technical, performance, economic, social, environmental (incl. climate) and operational/maintenance risks that may occur because of the Project elements. The Transaction Advisor must perform a comparison of the financial and economic life-cycle cost of the alternative viable technical options.

Activity 4.2 Assist the Project Owner with selecting the <u>best technical option</u> which is also financially viable and affordable for the off takers: The Transaction Advisor will use a matrix approach to select the best technical option and an alternative which are acceptable by the Project Owner. The recommended options will be carried forward to the next project stage.

Activity 4.3 Develop a high-level preliminary design: The Transaction Advisor must develop a high-level preliminary design with the required output specifications for the selected best technical option (including an alternative) and proceed with the environmental authorisations (see Task 7 below). The preliminary design must include water distribution options from the water reuse plant(s), including for example, treated wastewater storage reservoirs, if needed, as well as pipelines to nearby industries/agriculture irrigation networks or other end-users. The preliminary design must include a high-level Bill of Quantities (i.e. major equipment items)

For **technical guidance** and recommendations regarding technical options analysis refer to **Part E-Annex C**.

TASK 5: Service Delivery Option Analysis (Legislative Requirement)

Through this task category, the Transaction Advisor will evaluate and recommend a preferred service delivery option as required under section 78 of the MSA. The deliverables will be accomplished through the following activities:

Activity 5.1 List all service delivery options: The Transaction Advisor must list all the viable project delivery options for providing the specified project outputs.

Activity 5.2 Select the best delivery option: The Transaction Advisor must recommend the best project delivery option and conduct a value assessment in the next project stage.

Activity 5.3 Direct and indirect costs: The Transaction Advisor must assess the direct and indirect costs and benefits of providing the service through an internal mechanism and an external mechanism.

Activity 5.4 Capacity and future skills: The Transaction Adviser must assess the current skills capacity and future skills capacity required to deliver the service through the internal mechanism and the external mechanism.

Activity 5.5 Council decision: (if required) The Transaction Adviser must prepare all necessary reports to enable the Council to make an informed decision to contract an external service provider to deliver the service.

TASK 6: Delivery Mechanism Summary and Interim Recommendations

Through this task, the Transaction Advisor will summarise in a brief and concise report (Inception Report) the evaluations and findings of the Inception Phase).

Furthermore, the Transaction Advisor shall assist the Project Owner in notifying both local community and organised labour of its intentions, conduct meetings with each, solicit their views and take these views into account in the next project stage. Inform the community of the financial viability and affordability.

If an alternative contractual arrangement and service delivery model is decided on, the Transaction Advisor must support the Project Owner with the required procurement and implementation of the project.

3.5. Stage 2: Bankable Feasibility Study

The key objective of the Bankable Feasibility Study is to demonstrate that the Project as scoped and defined is affordable. Key enquiries sought to be answered at this stage include but are not restricted to:

- Is the scope of the water reuse project appropriate to the Project Owner's and the markets' needs?
- Is it socially, economically and environmentally feasible? (ESIA and Socio-economic analysis)
- Is it technically feasible?
- Are the institutional arrangements and governance structures of the Project Owner robust enough to ensure financial viability and operational sustainability of the investment?
- Is it affordable and financially viable?
- Is the risk identified and allocated to those best able to manage it?
- Is it implementable?

TASK 7: Detailed Project Preparation, Legal Due Diligence and Environmental and Social Impact Assessment (ESIA)

Through this task category, the Transaction Advisor will analyse any issues in the preferred technical solution and service delivery option that may significantly affect the proposed project. The deliverables will be accomplished through the following activities:

Activity 7.1 Legal Due Diligence: The Transaction Advisor must conduct a legal due diligence of the Project Owner and preferred project delivery option and ensure all foreseeable legal requirements (e.g. Institutional Arrangements of the Project Owner, Governance Structure(s) and Compliance with PFMA and MFMA Regulations, Shareholder Agreements, Articles of Association and Asset Register and Asset Value(s), Concession Agreement and Off-Take Agreements) are met for the development of the project.

Activity 7.2 Site Establishment Due Diligence: The Project Owner have selected the preferred project site(s). The Transaction Advisor shall identify, compile and verify all related approvals required to utilise these sites for the specified project outputs.

Activity 7.3 Environmental and Social Impact Assessment (ESIA), Climate Impact, Socio-Economic Analysis and B-BBEE Conditions Assessment. The Transaction Advisor is required to the following:

- **Permitting/authorisations:** The Transaction Advisor is required to identify, scope and complete all necessary applications and processes and support the Project Owner to acquire the Environmental Authorisation (EA) in terms of the National Environmental Management Act and the Water Use License (WULA) in terms of the National Water Act and other necessary permits/authorisations. The Transaction Advisor must anticipate all potential circumstances in the Environmental Impact Assessment (EIA) and WULA process and ensure that they are catered for in the overall timeline of the project. The Transaction Advisor must ensure that the EIA and Environmental and Social Management Programme/ Plan (ESMP) are prepared in line with the DBSA Environmental and Social Safeguards (ESS), the IFC Performance Standards and the Green Climate Fund (GCF) Environmental and Social Policy. The EIA must include screening, scoping, stakeholder consultation, gender and social impact assessment, and identification of environmental and social risks, including those related to biodiversity, community health and safety, labour and working conditions, land acquisition, cultural heritage, and pollution prevention. The ESMP must clearly assign responsibilities, timelines, monitoring indicators, and budgets. The Transaction Advisor must also ensure that disclosure and grievance redress mechanisms are integrated into the project design, as required under the ESMF.

- **Gender Assessment and Gender Action Plan:** Conduct a Gender Assessment with a focus on gender equity to ensure benefits to women are optimized where practical from the start of the activities up to a detailed Gender Action Plan and budget being recommended for approval. This includes a gender-based violence (GBV) assessment and Sexual Exploitation Abuse and Harassment (SEAH) risk assessment to address risks identified and to ensure records of all incidents are maintained. All environmental management plans and social and gender plans must comply with the ESMF and Gender Action Plan. The ESMF and Gender Action Plan will be made available to the successful TA.
- **Social Impact Assessment:** The Transaction Adviser is required to complete a Social Impact Assessment of the proposed project and include findings in the ESIA Report. For guidance on the scope of work included in the **Environmental and Social Impact Assessment** (ESIA) refer to **Part E-Annex D.**
- **Climate Impact Assessment and Management:** The Transaction Advisor must detail the climate impact of the project, considering both climate adaptation and climate mitigation aspects. The Transaction Advisor must consider:
- Mitigation impact (tCO2e) - the level to which the project contributes to the reduction of Greenhouse Gases (GHG) emissions based on submitted information required for all submissions.
- Mitigation impact through beneficiation - The level to which the project will contribute to the mitigation of impacts through sludge beneficiation, based on submitted information required from all submissions.
- Ensure that project design considers resilience to climate change, ecological reserve requirements, and downstream water users through assessment of ecological infrastructure linkages (e.g., catchments, wetlands, rivers) as part of nature-based solutions, in line with the WRP and ESMF.
- **Socio-Economic Analysis:** Sources of funding require a socio-economic analysis that justifies financial support for the projects through a credible analysis of social and economic benefits and costs. The socio-economic analysis required by the BFI provides information that enables the assessment of welfare changes and estimation of the project’s impact on all segments of the society. For requirements of the **Socio-Economic Analysis** refer to **Part E-Annex E.**

- **Broad-Based Black Economic Empowerment (B-BBEE) conditions assessment:** The Transaction Advisor shall identify sectoral Broad-Based Black Economic Empowerment (B-BBEE) conditions, black enterprise strength in this sector and any factors that may constrain the achievement of the project's intended B-BBEE outputs. Local content and local sub-contracting requirements will also be examined under this activity.
- **Gender Action Plan:** All environmental management plans and social and gender plans must comply with the ESMF and Gender Action Plan. The ESMF and Gender Action Plan is included in Annex F.
- **Grievance Redress Mechanism:** The Transaction Advisor is expected to put in place a detailed grievance redress mechanism/project complaints mechanism that is responsive and facilitates establishing and facilitating the resolution of stakeholders' concerns and grievances. The mechanism must plan and cater for psychosocial, medical, and legal support for survivors of Gender Based violence (GBV) /Sexual Exploitation Abuse and Harassment (SEAH), including referral pathways and confidentiality safeguards. Ensure the Grievance Redress Mechanism is accessible, survivor-centred, gender responsive, and includes clear GBV/SEAH specific reporting channels. The Grievance Redress Mechanism should be made accessible and survivor-centred, gender responsive, and includes clear SEAH specific reporting channels.
- Provide SEAH training to staff, contractors and partners; engage communities to raise awareness

TASK 8: Value Assessment and Financial Viability

The Transaction Advisor shall conduct a full value assessment to enable the Project Owner and the WPO, to determine which procurement option is best for the Project Owner as prescribed in section 78 of the MSA and the relevant sections of the MFMA. The Transaction advisor will undertake a Section 78 of the MSA analysis and outline the best option to provide the services. The Transaction Advisor shall take into consideration appropriate financial modelling, funding sources (blended finance and/or BFI), funding models, reuse water pricing to customers and the financial architecture of the water reuse project. The economic feasibility shall also be addressed, considering an assessment of the overall net-economic benefit of the Project, incorporating estimated project benefits and costs including non-market factors such as those from the social and environmental assessments. The deliverables are set out in "Section 5" under **Part E-Annex B**.

TASK 9: Procurement Plan

The Transaction Advisor shall draft and submit a procurement plan, which demonstrates that the Project Owner has the necessary capacity and budget to undertake the procurement of the external options. The procurement plan must include all activities including all the necessary Board of Directors, Council and, if required, any National Treasury approvals.

TASK 10: Prepare and Submit the Bankable Feasibility Study Report to the Project Owner and WPO

The Transaction Advisor shall prepare the Bankable Feasibility Study for public comment, solicit the Department of Water and Sanitation and National Treasury for their views and recommendations, prepare and submit the final Feasibility Study to the Project Owner and the WPO. This will be accomplished through the following activities:

Activity 10.1 Prepare the Bankable Feasibility Study Report for the Project Owner and the WPO, to Comment: The Transaction Advisor shall meet and present the bankable feasibility study to the Project Owner and the WPO. Furthermore, the Transaction Advisor shall submit the draft feasibility study to the Project Owner and the WPO for comment.

Activity 10.2 Prepare the Bankable Feasibility Study Report for Public Comment: The Transaction Advisor shall notify, meet, present the bankable feasibility study and solicit comments from the local community as per any statutory regulations.

Activity 10.3 Solicit Views and Recommendations from Department of Water and Sanitation and National Treasury: The Transaction Advisor shall submit (if required by the Project Sponsor(s)) the bankable feasibility study to the Department of Water and Sanitation and National Treasury and solicit their views and recommendations.

Activity 10.4 Report on Received Comments, Views and Recommendations: The Transaction Advisor shall draft and submit a report on the received comments, views and recommendations.

Activity 10.5 Submission of the Bankable Feasibility Study Report: The Transaction Advisor shall present and submit the final Bankable Feasibility Study Report to the Project Owner.

TASK 11: Revisiting the Bankable Feasibility Study

The Transaction Advisor shall revisit and amend the submitted Bankable Feasibility Study if requested by the Project Owner, the WPO, the Department of Water and Sanitation and the National Treasury. Thereafter, the Transaction Advisor must submit the amended report to the Project Owner, the WPO, the Department of Water and Sanitation and National Treasury.

3.6. Stage 3: Implementation

TASK 12: Procurement

If, based on the bankable feasibility study, an external procurement solution is decided on the Transaction Advisor will be required to provide the necessary technical, legal and financial Transaction Advisor contract. Such a contract must follow any applicable elements of the Project Owner's SCM Policy.

The procurement deliverables will be achieved with the following activities:

Activity 12.1 Develop Procurement Process Plan: The Transaction Advisor must prepare a complete set of procurement documents that comply with all applicable public sector procurement law, policies and guidelines, and that are in accordance with the required tendering processes of the Project Owner. The Transaction Advisor must also give the Project Owner all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process to the highest standards of efficiency, quality and integrity.

All procurement processes must integrate environmental and social safeguard requirements into tender specifications and contractor obligations, including compliance with the ESMP, labour and working condition standards, community health and safety measures, and reporting on E&S performance. Contractors must be required to appoint Environmental Control Officers (ECOs) and report against E&S compliance.

To achieve this result, the Transaction Advisor must, at a minimum:

- Set up a bid evaluation system and criteria
- Design a suitable bid process that will ensure comparable qualified bids in line with the Project Owner's SCM policy
- Devise an effective system for communicating with bidders; inspire market confidence in the Project; and incorporate all bid requirements, and
- Develop a payment mechanism that captures the elements of risk mitigation

Activity 12.2 Develop Contractor Prequalification Process: The Transaction Advisor must design and administer a pre-qualification (Request for Qualification (RFQ) process with the intention of:

- Ensuring that the Project Owner's exact interest is communicated clearly to potential contractors
- Determining the extent and nature of interest on the part of qualified private sector contractors
- Pre-qualifying a competitive number of competent contractors in an equitable and transparent way with the desired result is that every pre-qualified bidder is capable of providing the systems and services required by the Municipality.

To accomplish this, the Transaction Advisor must:

- Prepare all necessary RFQ documentation, including advertising materials
- Set up and administer the process by which the Project Owner can prequalify prospective contractors
- Assist the Project Owner evaluate and qualify potential contractors based on pre-selected qualifications criteria.

After selection and approval of the successful bidder by municipal decision-makers, negotiations will be entered into, if required. To assist in this activity, the Transaction Advisor will:

- Assist the Project Owner in its negotiation with preferred bidder;
- Update/Amend the agreement, if applicable, to reflect negotiated terms
- Assist in ensuring that all conditions precedent to signing of the contract are fulfilled and complete.

Activity 12.3 Develop Request for Proposals (RFP): The Transaction Advisor must prepare an RFP document in accordance with best industry practice, consistent with the results of the bankable feasibility study and the other activities associated with these Terms of Reference. The RFP must, at a minimum, establish the following:

- The required Project output specifications of the Municipality
- Structural requirements for compliant bids
- A risk profile as established in the feasibility study and other tasks associated with this ToR

- The payment mechanism
- BEE targets (if applicable)
- Specific steps associated with the bid process
- Evaluation criteria for selecting a preferred contractor; and
- Bidder communication processes.

Activity 12.4 Develop Draft agreement, if necessary: The Transaction Advisor must prepare a draft agreement. Close liaison with the Project Owner and the WPO is required during the drafting of this document.

Activity 12.5 Develop Documentation for the Project Owner and WPO Approval: The Transaction Advisor must compile all the documentation necessary to seek and obtain WPO and the Project Owner approvals in terms of regulations to enable the procurement process to begin.

Activity 12.6 Support Administration of the Bidding Process: The Transaction Advisor will provide all necessary administrative support to the Project Owner for the efficient and professional management of the tender process. This includes managing and facilitating the structured engagement between the Project Owner and bidders, helping the Project Owner communicate effectively with bidders, and receiving bids, developing a Value for Money analysis of proposals received.

Activity 12.7 Support Contractor Agreement Negotiations and Finalization: The Transaction Advisor must assist the Project Owner in final negotiations with the preferred contractor and any off-take partners. This will involve preparing suitable negotiations terms, categorizing issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching agreement.

The Transaction Advisor must ensure that all agreements reached during the negotiations are incorporated into all of the financial, commercial and legal documentation, and must assist with drafting the necessary and related correspondence and other documents.

The Transaction Advisor is responsible for compiling the necessary submissions for the Project Owner to obtain the necessary approvals. The final terms of the agreements, as negotiated with the preferred bidder, must be submitted to the Project Owner WPO for their approval.

Box 1: Contracting Arrangements
The form of construction contract will depend on whether the Project Owner's approved risk transfer and Project funding models, and will depend on whether:

1. Project Owner will design and operate (design by employer), but procure the build (a construction contract); or
2. The Project Owner will procure the design and build based on a brief, and independently contract an operator (a service level contract);
3. The Project Owner will procure the design, build, finance and operations of the Project (a BOT model).

The appropriate option will be motivated as part of the Bankable Feasibility Study depending on the project scope, the risk transfer and the project structuring based on outcomes of the Bankable Feasibility Study, and the consequent Procurement and Implementation Plans.
The contract data in respect of prime or main contracts must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:

a) Engineering and Construction Works Contract - General Conditions of Contract for Construction Works (GCC);
b) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
c) JBCC series 2000 Principal Building Agreement or Minor Works Agreement; or
d) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract

Additional Information can be found here:
Case-study-on-Delivery-Management-of-Infrastructure-Projects-in-the-Public-Sector.pdf (gtac.gov.za)

Activity 12.8 Develop a Comprehensive Management and Monitoring Plan: Irrespective of the type of contract concluded, the Project Owner must monitor performance and will receive assistance from the WPO. The Transaction Advisor will, in close coordination with the Project Owner draft a comprehensive project management and monitoring plan. At a minimum, this will define all procedures required for monitoring the performance of the agreement/s concluded during the full-term of the Project.

TASK 13: Close-Out Report and Case Study

The Transaction Advisor shall prepare and provide a comprehensive Transaction Advisor Final Report to the Project Owner and the WPO which shall contain an Executive Summary, key findings, recommendations, and conclusions of the Study, and shall incorporate all other documents and/or reports.

4. TRANSACTION ADVISOR SKILL, EXPERIENCE, REMUNERATION AND MANAGEMENT

4.1. Necessary Transaction Advisor skills and experience and ECSA registration

The Transaction Advisor may comprise a team, managed by a single Lead Transaction Advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these terms of reference. Everyone on the team must be personally available to do the work as and when required. The Lead Transaction Advisor will be held accountable, in terms of the Transaction Advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

The requirements for the Transaction Advisor team are as follows:

- The **Lead Transaction Advisor** shall be a qualified professional in his/her field with experience in important aspects of the project. S/he must have the required skills in contract management and project management.

Other required skills in the **Transaction Advisor Team** are:

- Technical competency.
- Sludge handling expertise (operational, technical and financial) with specific reference to sludge beneficiation.
- Water utility/special purpose vehicle legal, institutional arrangements and governance structures experience.
- Financial analysis, corporate and project finance experience.
- Procurement and structuring in South Africa.
- Legal, with relevant experience in the drafting and negotiating of agreements.
- Contract negotiations.
- The team must include a suitably qualified municipal wastewater treatment process expert with experience in:
    - Municipal wastewater reuse and treatment systems including experience of wastewater reuse management planning.
    - Reuse design.
    - Operation and Maintenance of reuse plant.
- The expert will be required to visit the municipality to:
    - Inspect the existing plant, or the site in case of a green field WWTW reuse plant.
    - Investigate processes and plant at the current WWTW.
    - Discuss requirements with design, operational and maintenance staff.
    - Present the final Bankable Feasibility Study to the Project Owner and the WPO and, other relevant parties.
- The technical team shall have skills and experience in municipal wastewater reuse design.
- Experience in wastewater treatment innovation shall be considered an advantage.
- The team must also include the following experts *with a minimum of 10 years of experience* in their relevant fields, to undertake the Environmental (inc. Climate) and social risk and impact assessments foreseen in this work:
    - Environmental expert, with experience in the wastewater treatment industry and delivering ESIA's against international standards and best practice guidelines.

- Climate expert with experience in Climate Change impact assessment, climate adaptation and climate mitigation studies. *NOTE: this could be the same person as the Environmental expert.*
- Social Science expert with experience in management of labour, community health and safety, land acquisition, livelihood restoration issues, design and implementation of stakeholder engagement and community development plans, conflict resolution and community relations issues with indigenous peoples, if applicable.
- Occupational Health and Safety expert with experience in delivering ESIAs against international standards and best practices. ***NOTE: This could be the same person as the Social Science expert.***

The Transaction Advisor must accept liability for losses caused to the Project Owner by any negligent acts, errors or omissions made by the Transaction Advisor during the Project.

The key Engineers that form the technical team are required to be fully registered and governed by The Engineering Council of South Africa (ECSA) as Professional Engineers. Failure to submit such registration will result in non-compliance.

For the purpose of this contract, international Engineers are welcome to form a part of the technical team but within the first year of the contract must have achieved this registration with ECSA or show validation/ endorsement of their current professional registration by ECSA.

It is encouraged that the requirements for Professional Engineer Registration with the Engineering Council of South Africa (ECSA) are checked before tendering to ensure that this registration can be achieved. Failure to achieve this registration will result in termination of the contract and be liable for all monetary losses as a result of non-compliance with this contract. But if there is evidence that such an application was submitted and the key engineer is waiting for the outcome of the registration process, the municipality and WPO shall await the outcome.

Proof of qualifications and professional body registration (if applicable) **must** be provided in the form of certified copies. International qualifications **must** be accompanied by South African Qualifications Authority (SAQA) confirmation of accreditation. Failure to meet this requirement will result in a score of zero for qualifications.

4.2. Remuneration schedule and disbursement arrangements

Remuneration of the Transaction Advisor will be payable in South African Rands on a fixed price for each of the activities and deliverables described above.

Payment will be by milestones. The procurement portion of the work may or may not transpire at the end of the feasibility study and should be costed accordingly.

4.3. Remuneration schedule

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

Stage 1: Inception

Deliverable	Percentage

Mobilisation - Signature of Transaction Advisor Contract	10%
Completion of Demand Analysis, Customer Profile and Customer Water Quality Requirements, Outline of Off-Take Agreements and Water Transfer Schemes to Customers	40%
Completion of Technical Options Analysis and Selection of Best Technical Option	30%
Preparation of Inception Report	20%
Total	**100%**

Stage 2: Bankable Feasibility Study

Deliverable	Percentage
Completion of Design on Best Technical Option	10%
Completion of Environmental and Social Impact Assessment (ESIA), Climate Impact and B-BBEE Conditions Assessment	18%
Socio-Economic Analysis (Cost Benefit Analysis)	18%
Completion of Legal Review, Institutional Analysis of the Project Owner Governance Structure(s), Shareholder Agreements, Articles of Association and Asset Register and Asset Value(s)	9%
Completion of Financial Model, Water Pricing Structures, Value Assessment, Sources of Funding, Structure and Procurement Plan	10%
Completion of Agreement and Off-take Agreements	15%
Completion of Bankable Feasibility Study Report	15%
Completion of Regulatory Requirements, for “In Principle” Decision by the Project Owner to Proceed with Procurement and Approval of Off-take Agreements	5%
Total	**100%**

Stage 3: Implementation

Deliverable	Percentage
Development of Expression of Interest Documents	35%
Development of Tender Documents	60%
Close out	5%
Total	**100%**

Note: The Reference: Ekurhuleni Infrastructure Delivery Programme (EIDP) Feasibility Study: Wastewater Reclamation Programme November 2017– Prepared by Wayo Consulting should be considered as a basis to price Stage 1, 2 and 3 to reduce duplication of work and cost**.**

Deliverables completed per the remuneration schedule will be approved by the WPO, after which invoices may be submitted for payment as per the remuneration schedule. WPO will pay within 30 days of receiving the approved invoice.

4.4. Disbursement arrangements

All claims for travel and other legitimate disbursement expenditure must be pre-approved by the WPO before they are incurred. An email system for these approvals will be set up when the Transaction Advisor contract is signed. Pre-approved project expenditure on travel outside the province, related reasonable accommodation costs, expenditure on document reproduction, or any other legitimate pre-approved project disbursement expenditure will be reimbursed at cost.

Payment will be made within 30 days of the Project Owner and the WPO receiving approved and substantiated invoices and does not form part of the remuneration schedule.

Bidders are required to propose a ceiling for such disbursements. All travel must be priced into this contract and declared up from inclusive of any international experts.

4.5. Management of Transaction Advisor by the Project Owner

The Transaction Advisor will be appointed by the Project Owner and the WPO. A Project Officer will be appointed to take full responsibility for managing the Transaction Advisor's work and for ensuring delivery on the project. The Project Officer will establish a project team to engage regularly with the Transaction Advisor for efficiently completing the various delivery items. The project team will meet at least monthly, and the Transaction Advisor will report progress to these meetings, as instructed by the Project Officer. The Project Officer will confirm that the Transaction Advisor has satisfactorily completed each task.

ANNEXES

Part E-Annex A: Technical Requirements and Scope of Project
Part E Annex B: Table of Contents of the Bankable Feasibility Study
Part E Annex C: Terms of Reference Technical Options
Part E Annex D: Terms of Reference ESIA
Part E Annex E: Terms of Reference for Socio-Economic Analysis
Part E Annex F: Gender Action Plan

Note: The Reference: Ekurhuleni Infrastructure Delivery Programme (EIDP) Feasibility Study: Wastewater Reclamation Programme November 2017– Prepared by Wayo Consulting) should be considered as a basis to price Stage 1, 2 and 3 to reduce duplication of work and cost.

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 regards 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 5000 **("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: inforeg@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:

RFP075/2025: APPOINTMENT OF TRANSACTION ADVISORS TO UNDERTAKE BANKABLE FEASIBILITY STUDIES FOR THE OLIFANTSFONTEIN WASTEWATER TREATMENT WORKS ("WWTW") REUSE PROJECT.

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.**

Annexure B

SBD 4

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**

SBD 4

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.

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

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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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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.

………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE:………………………………………………………

ADDRESS:………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

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	**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 *audi alteram partem* rule was applied). **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.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? **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.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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 ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

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

Annexure I

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