

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	RFP 114/2025
ISSUE DATE	25 September 2025
COMPULSORY ONLINE BRIEFING DATE	03 October 2025 @ 10h00am RFP114.2025 Compulsory Online Briefing Link
CLOSING DATE:	17 October 2025 @ 23h55pm
CLOSING DATE AND TIME FOR SUBMISSION LINK REQUESTS:	Closing time for the OneDrive Link submissions – 17 OCTOBER 2025 AT 16h00 (Telkom Time) on the day of the stipulated dates shown above.
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROVISION OF TECHNICAL SUPPORT ON URBAN PUBLIC TRANSPORT SPATIAL TRANSFORMATION FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP).
RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY	a) Bidders are required to request for a submission link. b) Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit. c) No Emailed responses to accepted. d) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. e) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". f) Only Files can be loaded, not folders.

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

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PART A: INVITATION TO BID

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

BID NUMBER: RFP 114 /2025
CLOSING DATE: 17 OCTOBER 2025
CLOSING TIME: 23H55

DESCRIPTION:

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

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

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

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

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

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

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES NO

☐	☐	Folder 1 and Folder 2 must be separated into Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
☐	☐	Part A: Invitation to Bid
☐	☐	Part C: Specifications, Conditions of tender and Undertakings by Bidder
☐	☐	Annexure A: Price Proposal
☐	☐	Annexure B: Technical Proposal
☐	☐	Annexure C: Tax Requirement
☐	☐	Annexure D: SBD 4 Bidder's Disclosure
☐	☐	Annexure E: SBD6.1: Broad Based Black Empowerment Status Level Certificate
☐	☐	Annexure F: Registration Certificates/ Agreements/ Identity Documents
☐	☐	Annexure G (if applicable): Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
☐	☐	Annexure H: General Conditions of Contract
☐	☐	Annexure I: Proof of Registration With CSD
☐	☐	Annexure J: Tender Brief Attendance
☐	☐	Annexure K: Certificate of Authority for Signatory
☐	☐	Annexure L: Joint Venture/ Consortium Disclosure Form

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROVISION OF TECHNICAL SUPPORT ON URBAN PUBLIC TRANSPORT SPATIAL TRANSFORMATION FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP).

☐	☐	Annexure M: Record of Addenda to Tender Documents
☐	☐	Annexure N: Declaration of Default and Termination
☐	☐	Annexure O: Service Provider Code of Conduct
☐	☐	Annexure P: RFP Declaration Form
☐	☐	Annexure Q: Enterprise Questionnaire
☐	☐	Annexure R: Certificate of Acquaintance with Tender Document
☐	☐	Annexure S: Workmen's Compensation Registration (COIDA)
☐	☐	Annexure T: Financial Standing/Bank Rating
☐	☐	

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

1. DEFINITIONS

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

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

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

2. INTERPRETATIONS

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

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

3. TENDER MANAGER

The Tender Manager is:

NOKUTHULA SANGWENI

DBSA Supply Chain Unit

Email: NokuthulaS@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

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

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

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

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

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

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

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

14. ANTI-COMPETITIVE CONDUCT

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

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

17. LATE BIDS

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

18. BIDDER'S RESPONSIBILITIES

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

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

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

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

26.1.1 FIRST STAGE – RESPONSIVENESS -COMPLIANCE CRITERIA

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

26.1.2 SECOND STAGE – FUNCTIONAL EVALUATION

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score **70** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

26.1.3 THIRD STAGE – PRICE AND PREFERENTIAL POINTS

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

26.1.4 FOURTH STAGE – RISK ANALYSIS

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

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

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

26.3 **FIRST STAGE: RESPONSIVENESS**

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

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

PART B: RESPONSIVENESS

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

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

26.4 **SECOND STAGE: FUNCTIONAL CRITERIA**

The following evaluation criteria will be applied in evaluating the functionality of tenders.

THE BIDDER MUST ENSURE THAT THE INDIVIDUALS EVALUATED AS PART OF THE SUBMISSION ARE AVAILABLE FOR THE INCEPTION MEETING AND THROUGHOUT THE PROJECT DURATION. IN THE EVENT OF THE INDIVIDUAL/S BEING CHANGED DURING THE ASSIGNMENT THEN AN INDIVIDUAL/S WITH SIMILAR OR MORE EXPERIENCE AT A MINIMUM MUST BE PROVIDED, WHICH SHALL BE APPROVED IN WRITING BY DBSA AND NATIONAL TREASURY CSP.

It is anticipated that this assignment will be largely undertaken by a team of qualified technical experts.

Technical experience summary

Category	Functionality Criteria	Point (Minimum)	Point (Maximum)
1.	Skills and Qualifications	40	60
2.	Company Track Record and Experience	15	20
3.	Methodology for the proposal including a time lined project plan	15	20
	TOTAL SCORE	70	100

A minimum point of 70 of 100 must be scored overall.

i. Skills and Qualifications (60 Points)

It is anticipated that this assignment will be undertaken by a team of individuals. The team of technical specialists should possess a combination of interdisciplinary expertise, practical understanding and policy-relevant competence in the following areas:

- Spatial transformation, transport integration and land use policies;
- Have experience in working with cities on IPTNs, TOD and/or public transport development projects;
- Aligning public transport infrastructure and land use policies with Spatial Development Frameworks (SDFs), Integrated Development Plans (IDPs) and Transit Oriented Development (TOD) strategies;
- Developing practical and implementable strategies tailored to selected IPTN corridors and city specific environments;
- In-depth knowledge of the National Land Transport Act (NLTA) and associated regulations;
- Ability to develop implementation roadmaps, institutional reform strategies, and performance frameworks;
- Facilitating collaborative strategies and communication tools between government departments.

NO.	EVALUATION CRITERIA	SCORING FOR THE WHOLE ELEMENT	WEIGHTING (%)
	(Failure on the part of the Project Lead Specialist to score at or above the minimum threshold on the minimum expertise will lead to the disqualification of the bidder and the rejection of the bid in its entirety)		
1.	KEY EXPERTS		60
1.1 Project Lead Specialist		Scoring	12
1.1.1	Post Graduate degree (NQF level 8) Registered with any relevant Professional Body.	Qualification Points: 4 points = Doctor's Degree 3 points = Master's Degree 2 points = Honors Degree/ Post Graduate diploma 0 = No documentary evidence of post graduate degree Include <u>certified</u> proof of qualification and registration to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be allocated a score of 0.	4
1.1.2	The project lead must have at least 10 years of relevant proven experience having led multi-disciplinary teams in urban and transport planning projects. Projects must highlight a track record of working with government departments, various stakeholder engagements and familiarity with government policies relevant to integrated public transport and urban transformation. List of all relevant and successful projects undertaken and role played must be included in the CV. Use CV the template in Annexure 1	Years of Experience Points: 4 points = 15 years and above 2 points = 10 years to 14 years and 11months 0 = less than 10 years	4
1.1.3	Experience in successfully leading multi- disciplinary teams in transport planning projects, specifically projects which include integrated public transport planning and/or implementation, TOD and/or spatial transformation initiatives:	4 points = 5 projects and above 3 points = 3 - 4 projects 2 points = 1 - 2 projects 0 points = no experience in transport planning projects	4
NOTE: Failure on the part of the Project Lead Specialist to score at or above the minimum threshold of 6 points will lead to the disqualification of the bidder and the rejection of the bid in its entirety.			
1.2 Transport Planner / Mobility Specialist		Scoring	12

1.2.1 Bachelor's degree or higher in Civil Engineering or Transport Planning, with Professional registration. Evidence of ECSA professional registration is required.	Qualification Points: • 4 points = Master's Degree • 3 points = Honors Degree • 2 points = Bachelor's Degree • 0 points = No documentary evidence of bachelor's degree and/or professional registration (or valid practice number) Include <u>certified</u> proof of qualification and registration to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be allocated a score of 0.	4
1.2.2 Must have at least 10 years of relevant experience in transport planning, with emphasis on public transport projects, multi-modal integration, non-motorised transport planning, IPTN planning and spatial transformation projects. Demonstrable and proven experience in projects related to the planning, design and implementation of public transport networks, with a specific focus on integrated and sustainable mobility solutions in urban environments is essential. List of all relevant and successful projects undertaken and role played must be included in the CV. Use CV the template in Annexure 1	Years of Experience Points: • 4 points = 15 years and above • 2 points = 10 years to 14 years and 11 months • 0 = less than 10 years Experience in successfully completed projects in transport planning, with emphasis on public transport projects, multi-modal integration, non-motorised transport planning, IPTN planning and spatial transformation projects: • 4 points = 5 projects and above • 3 points = 3 - 4 projects • 2 points = 1 - 2 projects • 0 = no experience in public transport projects.	4
1.3 Spatial Planner / Urban Planner	Scoring	12
1.3.1 Bachelor's degree or higher in Urban Design or Town and Regional Planning, with professional registration. Evidence of SACPLAN professional registration is required.	Qualification Points: • 4 points = Master's Degree • 3 points = Honors Degree • 2 points = Bachelor's Degree • 0 points = No documentary evidence of bachelor's degree and/or professional registration (or valid practice number)	4

1.3.2 Must have at least 10 years of relevant experience in developing spatial plans and strategies that integrate land use, housing and public transport to support inclusive urban development. Projects must demonstrate an understanding of South Africa's urban planning frameworks, spatial transformation imperatives and the role of public transport corridors in achieving sustainable and equitable cities. An in-depth knowledge of SPLUMA, NDP, IUDF and NLTA is essential. List of all relevant projects undertaken and role played must be included in the CV. Use CV Template in Annexure 1	Years of Experience Points: 4 points = 10 years and above 2 points = 7 years to 9 years and 11 months 0 = less than 7 years Experience in developing spatial plans and strategies that integrate land use, housing and public transport to support inclusive urban development: 4 points = 5 projects and above 3 points = 3 - 4 projects 2 points = 1 - 2 projects 0 points = no experience in relevant projects Include <u>certified</u> proof of qualification and registration to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be allocated a score of 0.	4 4
1.4 Transport Economist	Scoring	12
1.4.1 Relevant Bachelor's degree in Finance, Economics/ Science/ Public Policy or quantitative degree Evidence of professional registration is required from an accredited body such as: SAICA, CA(SA), SAIPA, CIMA, IIA SA, ESSA, ECSA, SACNASP	Qualification Points: 4 points = Master's Degree 3 points = Honors Degree 2 points = Bachelor's Degree 0 points = No documentary evidence of bachelor's degree and/or professional registration (or valid practice number)	4
1.4.2 Must have at least 7 years of relevant financial and economic planning in the transport industry and demonstrated knowledge of municipal finance. A track record of providing advisory services and conducting financial feasibility assessments and/or value for money analysis of public transport projects. Capability of evaluating impacts of public transport projects, including cost recovery, subsidy design and affordability models. List of all relevant projects undertaken and role played must be included in the CV. Use CV Template in Annexure 1	Years of Experience Points: 4 points = 10 years and above 2 points = 7 years to 9 years and 11 months 0 points = less than 7 years Experience in providing advisory services and conducting financial feasibility assessments and/or value for money analysis of public transport projects. Capability of evaluating impacts of public transport projects, including cost recovery, subsidy design and affordability models: 4 points = 5 projects and above 3 points = 3 - 4 projects 2 points = 1 - 2 projects	4 4

	0 point = No experience in public transport projects Include <u>certified</u> proof of qualification and registration to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be allocated a score of 0.	
1.5 Stakeholder Engagement Specialist	Scoring	12
1.5.1 Minimum certification in facilitation, stakeholder management or relevant certification	4 points = Master's Degree 3 points = Bachelor's Degree 2 points = Relevant Certificate 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications	4
1.5.2 Must have at least 5 years of relevant experience in leading multi-stakeholder engagements processes across spheres of government and a demonstrated capability of facilitating workshops, technical working groups and consultations with communities and various stakeholders. List of all relevant projects undertaken and role played must be included in the CV. Use CV Template in Annexure 1.	Years of Experience Points: 4 points = 10 years and above 2 points = 5 years to 9 years and 11 months 0 = less than 5 years Experience in leading multi-stakeholder engagements processes across spheres of government and a demonstrated capability of facilitating workshops, technical working groups and consultations with communities and various stakeholders: 4 points = 5 projects and above 3 points = 3 - 4 projects 2 points = 1 - 2 projects 0 = no experience in relevant projects Include <u>certified</u> proof of qualification and registration to be no later than 3 months before bid closing date. If documentation is not certified, bidder will be allocated a score of 0.	4 4

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

Company Track Record and Experience (20 Points)

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

2.	BIDDER'S EXPERIENCE	SCORING	20
2.1	The bidding team show proven experience in delivering complex, multidisciplinary public transport and spatial planning projects of similar nature, complexity and context. The bidding team has experience in working with South African municipalities and knowledge of relevant policy frameworks. The team shows cross- sectoral expertise in human settlements, passenger rail, infrastructure and institutional reform, supported by innovative tools and methods, highlighting stakeholder engagement experience and project management capabilities.	• 10 points = Total relevant projects are greater than 8 government funded unique public transport projects • 8 points = Total relevant projects have 6 - 7 government funded unique public transport projects • 7 points = Total relevant projects have 4 - 5 government funded unique public transport projects • 5 points = Total relevant projects have 2 - 3 government funded unique public transport projects • 2 points = Total relevant projects have 1 government funded unique public transport project • 0 points = Total relevant projects have no government funded unique public transport project.	10
2.2	The Company must provide projects where work of a similar nature has been completed. Projects must have all of the following components: • Public Transport and Non- motorised Transport Network Planning • Urban densification or TOD strategies • Spatial planning or precinct planning – i.e. demonstrating multi-sectoral engagement Include the name of the client, project duration, value, and client references in Annexure 2	• 10 points = extensive experience (6 relevant projects and above) • 7 points = strong experience (5 - 6 relevant projects) • 5 points = moderate experience (3 - 4 relevant projects) • 1 point = limited experience (1 - 2 relevant projects) • 0 points = minimal or no directly relevant experience/projects	10

Methodology for the proposal including the project plan (20 Points)

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

3.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY	SCORING	20
3.1	Comprehension, Approach, and Methodology: The proposal: - Demonstrates a thorough understanding of the Terms of Reference (TOR) and relevant projects. Understands the local contextual environment. Demonstrate experience in undertaking projects in IPTNs, spatial planning, financial analysis and understanding the government environment. (5 points max.) - Shows a clear analysis of key challenges and risks associated with the project and provides proposals to address each of these. (3 points max.); - Demonstrate innovative approach, and provides suggested amendments, additions, or improvements to the proposed scope. (3 points max.) - Establish a work plan and timelines (Gantt Chart) for the execution of the scope. (3 points max.) - Demonstration of staffing proposal in line with requirements of the Terms of Reference and methodology proposed by the bidder plus a team organogram detailing the experience and roles of key personnel and supporting team members. (3 points max.) - The lead experts/ specialists must be supported by the team with at least experience in ICT, Intelligent Transport Systems (ITS), Stakeholder management, economic development, and change management. (3 points max.)	Points: • <u>Full understanding of methodology and contextual environment = 20 POINTS.</u> • Satisfactory understanding of methodology = up to 15 POINTS max. • Basic methodology i.e. proposal not innovative = up to 10 POINTS max. • <u>Poor methodology, i.e. weak project plan and no understanding of the environment = up to 5 points max.</u> • No methodology submitted = 0 POINTS.	20
	<i>Staffing proposal must offer concrete steps to ensure meaningful participation of members of the team, including mentoring, training, and skills transfer within the team</i>		

26.5 **THIRD STAGE: FINANCIAL OFFER AND PREFERENCE**

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

Price points	80
Specific Goals (namely, BBBEE status level of contributor)	20

iv. **Price points**

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

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

Where:

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

v. **Preferential procurement points**

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

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

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

Total

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

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

- i. If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
- ii. Fully compliant and registered with the National Treasury Central Supplier Database.
- iii. No misrepresentation in the tender information submitted.
- iv. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- v. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
- vi. Convicted by a court of law for fraud and corruption.
- vii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- viii. Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.
- ix. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk (CIDB Inform Practice Note #5).
- xi. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xii. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.
- xiii. The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.
- xiv. The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.
- xv. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.
- xvi. Use of adherence to the stipulated requirement of **Refer to " Additional Conditions to Tender "**. as Objective Criteria.

26.7 **Add conditions of tender**

- i. DBSA reserves the right to award one bidder per RFP in respect of tender RFP114/2025.
- ii. Should a bidder be recommended for award in respect of either these RFP's, and the bidder has bid for both RFP's, the bidder agrees to withdraw their remaining bid/s if successful in one.
- iii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
 - *Value for Money* = Improved total cost.

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

26.8 Additional Conditions of Contract

- i. All subcontractors need to be from the Local area of project location, to be sourced through a localised procurement process post award.
- ii. SMMEs locality must be prioritized from the immediate locality of the project, i.e. ward/village, expanding to the local municipality, to district and then to province.
- iii. **Proof of professional indemnity insurance R 1 000 000.00 (Professional Indemnity covering all disciplines must be provided. If the PSP has indemnity - the cover must cover all professional disciplines. If each professional carries their own indemnity, then each professional must submit its indemnity).**

27 STATUS OF BID

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

27.2 A Bid must not be conditional on:

- 27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 27.2.4 the Bidder obtaining the consent or approval of any third party; or

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

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

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

28 CLARIFICATION OF BIDS

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

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

29 DISCUSSION WITH BIDDERS

29.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

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

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

29.3.1 conduct a site visit, if applicable.

29.3.2 provide references or additional information.

30 SUCCESSFUL BIDS

30.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

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

30.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

31 NO OBLIGATION TO ENTER INTO CONTRACT

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

32 BIDDER WARRANTIES

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

33 DBSA'S RIGHTS

- 33.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 33.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 33.1.3 vary or extend any time or date specified in this RFP
 - 33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;

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- 33.1.5 require additional information or clarification from any Bidder or any other person;
- 33.1.6 provide additional information or clarification;
- 33.1.7 negotiate with any one or more Bidder;
- 33.1.8 call for new Bid;
- 33.1.9 reject any Bid received after the Closing Time; or
- 33.1.10 reject any Bid that does not comply with the requirements of this RFP.

34 GOVERNING LAWS

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

35 MANDATORY QUESTIONS

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

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

35.1.1

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

35.1.2

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

35.1.3

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

35.1.4

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

35.1.5

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

35.1.6

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

35.1.7

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

35.1.8

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

35.1.9

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

35.1.10

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

35.1.11

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

35.2

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

35.2.1

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

35.2.2

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

35.2.3

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

35.2.4

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

35.2.5

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

35.2.6

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

35.2.7

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

35.2.8

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

35.2.9

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

35.2.10

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

35.2.11

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

35.2.12

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

35.2.13

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

35.2.14

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

35.2.15

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

35.2.16

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

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

.....
.....

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

Cell Number:.....

Email Address:.....

PART D: TERMS OF REFERENCE & PROJECT BRIEF

TERMS OF REFERENCE
APPOINTMENT OF A PSP TO PROVIDE TECHNICAL SUPPORT ON URBAN PUBLIC TRANSPORT FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (CSP)

36 Introduction

36.1 Background to the CSP

The Cities Support Programme (CSP) is located within National Treasury's Intergovernmental Relations (IGR) Division and it acts as a change agent and vehicle for collaboration and integration. CSP aims to improve the capacity of cities and create an enabling intergovernmental fiscal system and policy environment to support improved spatial transformation and inclusive economic growth outcomes for the South African metropolitan municipalities (metros).

37 BACKGROUNDS TO THIS TERMS OF REFERENCE

37.1 Previous support

In the previous phase of CSP the public transport support aimed to drive three objectives during the 5-year period with the intention of supporting the IUDF lever of integrated transport and mobility within the 8 metro cities. The objectives of the support was to:

- i. Strengthen spatial planning and support public transport modal integration within the metros,
- ii. Provide support for enhancing functional transport planning and management competencies through building capacity and capabilities of metro officials, and
- iii. Identify reforms within the grant system to frame the capital and operational financing challenges of the integrated public transport network plan in order to support financial sustainability of the public transport system.

Technical support was offered to the 8 metro cities to give effect to these objectives through a range of projects that were organised within three thematic areas: city public transport integration and mobility support; fiscal framework and financing reform; and enabling policy and regulatory reform. The projects were mainly focused on public transport systems and integration support through research and capacity building and the development of toolkits and guidance notes.

37.2 A new approach

While the research and capacity building in the previous phase of CSP was important at the time, the new approach for this phase of the programme is to use the information and recommendations from the previous projects to build capabilities in the transport sector within local government through developing pilot projects and

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collaborating with the National Department of Transport and other stakeholders to ensure that transport systems are safe, efficient, sustainable and affordable to all users.

37.3 Current challenges in public transport systems in South Africa

Public transport systems in South Africa have received significant investment over the years, yet they continue to face major challenges in delivering reduced travel times and costs, improved accessibility and economic growth. The table below outlines the main reasons these investments have not achieved their intended outcomes, highlighting ongoing inefficiencies and structural issues within the sector.

Ineffective subsidies	High costs and low returns
1. <u>Subsidies Not Benefitting End-Users:</u> A substantial portion (close to 99%) of public transport funding in South Africa is allocated to subsidising services such as buses and trains. However, these subsidies have not effectively reduced the cost of travel for end-users. Many commuters still face high transport costs relative to their income, particularly in low-income areas. 2. <u>Low Patronage:</u> The return on investment for subsidised public transport modes has been disappointing, primarily due to low patronage. Factors contributing to this include unreliable services, safety concerns, and inconvenient schedules, which deter potential users.	
Fragmented Transport Modes	Lack of integration and coordination
1. <u>Poor Integration:</u> South Africa's public transport system suffers from a lack of integration between different modes of transport, such as buses, trains, and minibus taxis. This fragmentation results in longer travel times, higher costs, and inconvenience for commuters who need to switch between different modes. 2. <u>Delay in Devolving Functions:</u> The delay in devolving transport functions to local municipalities has exacerbated the lack of coordination. There is a continuous need from National and Provincial government to recognise and capacitate local government as the integrating sphere of public transport. Fragmented control has led to inefficiencies and a one-size-fits-all approach that does not adequately address local needs and conditions.	
Financial and Capacity Constraints	High reliance on subsidies and lack of maintenance
1. <u>Unsustainable Subsidies:</u> High subsidies are paid for Bus Rapid Transit (BRT) systems in major metropolitan areas. However, these metros often lack the financial resources and capacity to maintain these systems, leading to deteriorating infrastructure and declining service quality. 2. <u>Capacity Issues:</u> Local governments frequently struggle with capacity constraints, lacking the expertise and personnel required to manage and operate complex transport systems effectively. This has led to mismanagement and underutilisation of available resources.	
Inefficient Allocation of Grant Funding	Lack of clear rationale and efficiency
1. <u>Subsidy Rationale:</u> The current subsidy structure and rationale needs to be reviewed. The allocation of public transport funding lacks transparency and must be motivated through objective criteria related to demand and efficiency. 2. <u>Inefficient Funding Allocation:</u> The efficiency of public transport funding allocation is challenging. Resources are not always directed towards the most impactful projects, resulting in sub-optimal outcomes and wasted investments.	

Based on the above challenges **the following focus areas and projects have been developed** as part of the support under the public transport and mobility umbrella within this phase of CSP.

- i. Integrated Public Transport Network (IPTN) spatial planning support
- ii. Passenger Rail precinct development

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37.4 IPTN Spatial Planning Support

Background and project aim

Despite significant public investments in Integrated Public Transport Network (IPTN) systems, South Africa faces challenges that hinder their effectiveness. IPTNs, introduced through the National Department of Transport's Public Transport Strategy (2007) and supported via the Public Transport Network Grant (PTNG), are city-led initiatives aimed at delivering high-quality, integrated, and affordable public transport services, often anchored around Bus Rapid Transit (BRT) corridors. These systems were designed to integrate various public transport modes and promote equitable access to urban opportunities.

However, a number of systemic and contextual challenges have limited the success of IPTNs. Sparse development patterns along these public transport corridors lead to low passenger numbers (passengers who are not only commuters, but also those whom rely on public transport to access social services and recreational travel), resulting in inefficient use of subsidies. Additionally, travel patterns often exhibit a strong uni-directional flow during peak hours, with empty buses returning in the opposite direction and low utilisation throughout the rest of the day. Long travel distances, high travel costs and low turnaround of seats on the buses further exacerbate the problem.

In this instance, a public transport corridor refers to a linear route or set of routes within a network, along which high-capacity public transport services operate, supported by enabling land use, infrastructure and urban management interventions. These corridors are intended to concentrate movement and development to improve access, reduce costs and support spatial transformation.

The minibus taxi industry, which (according to the National Household Travel Survey) currently accounts for more than 80% of all public transport trips nationally, continues to play a critical role in providing flexible, accessible services, particularly in areas not adequately covered by IPTNs. The success of any corridor-based intervention must therefore consider the integration and complementarity of minibus taxis as part of a broader, multimodal system.

Spatial transformation and land-use management hold the key to improvement along these corridors and public transport systems. Denser (mixed-use) development along corridors and in the inner cities would increase ridership and justify investment in these systems. Mixed-use development with residential areas, employment opportunities, and amenities within walking distance of stations would encourage a more balanced flow of passengers throughout the day. Finally, targeted investment in improving turnaround facilities and optimising routes can ensure

better utilisation of buses. By addressing these shortcomings, public transport corridors can become the backbone of a more efficient and sustainable transport system in South Africa.

This project aims to support cities in identifying and prioritising densification opportunities along existing IPTN corridors and ensuring alignment between transport planning, spatial transformation, and economic development objectives

37.5 Previous CSP support

Between October 2020 and March 2023 CSP embarked on appointing the Council for Scientific and Industrial Research (CSIR) to provide technical assistance for the IPTNs in selected cities. The support aimed to capacitate selected metropolitan cities with technical assistance for planning, designing, operating and budgeting of IPTNs, with a strong spatial transformation drive. The intention was for the IPTNs to become instruments of spatial transformation in ways that are measurable, reportable and verifiable. This was a departure from the current practice of implementing IPTNs as mere transport projects for spending capital budgets in many of these Metros.

The project objectives were:

- a) To develop an appropriate measurement framework for IPTNs based on the concept of sustainability;
- b) To produce an IPTN development framework that facilitates strong linkages to spatial transformation;
- c) To produce a definitive guide on how Integrated Transport Plans (“ITPs”) and IPTNs should achieve spatial and economic transformation to mitigate against the impacts of apartheid spatial planning;
- d) To develop a training toolkit to facilitate learning on IPTN and spatial transformation; and;
- e) To organise and implement learning events for cities to equip the relevant officials about IPTN and spatial transformation.

The project undertook an assessment of the status of IPTNs in the 4 selected cities, namely Buffalo City, Ekurhuleni, Mangaung and Nelson Mandela Bay. This assessment was used to understand the extent of coverage of the IPTN and its role in spatial transformation in the cities.

The project team co-developed simulation models with the selected cities to model the dynamic relationship between investments in IPTNs and spatial transformation. The simulation models were built on the systems dynamics modelling platform, which is the state-of-the-art approach for modelling the behaviour of complex systems such as spatial transformation. The outcome of such a model is a simulated behaviour of a selected system, over a selected period (for example years), that is represented by causal relationships between system variables. In this regard, it was possible to show how each variable in the complex (IPTN) system changes over time. Based on the modelling exercises that the CSP and cities carried out, several opportunities were identified to realign the transport system with its role as a critical tool for spatial transformation.

The following products were delivered as part of this support:

Output	Activity	Deliverable
1. IPTN Spatial Transformative Improvement Matrixes developed in four (4) Metros	1: Agreeing on TORs	• Minutes of Meetings with BCM, ECU, MAN and NMBM
	2: Undertake determination of Real SpatialTransformation Parameters	• Technical Note on Sustainability Matrix • Project report
	3: DevelopAssessment Framework	• Causal Loop Diagram for BCM, ECU, MAN and NMBM

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2: IPTN Sustainable Improvement Matrixes developed in four (4) Metros	1: Develop Improvement Matrix	• Systems Dynamics models for BCM, ECU, MAN and NMBM • Technical Note on Systems Dynamics model • Project report
	2: Convene Peer Learning Engagements	• Minutes of technical sessions with BCM, ECU, MAN and NMBM
	3: Finalise IPTN Sustainable Improvement Matrix	• Systems Dynamics models for BCM, ECU, MAN and NMBM • Technical Note on Systems Dynamics Model • Project report
3: IPTN planning and spatial transformation Implementation frameworks developed for four (4) Metros	1: Develop a Framework	• Memo to National Treasury on unlocking fiscal policy
	2: Undertake framework implementation at 4 Metros	• Presentations during training sessions with BCM, ECU, MAN and NMBM • Training videos on Systems Dynamics modelling • Minutes of technical sessions with BCM, ECU, MAN and NMBM
	3: Project Close-out	• Project Close-out Report

37.6 Further CSP Support

Following from the support provided in the previous phase of CSP, and the persistent challenges in South Africa's public transport systems, there is a fundamental reassessment required on how public transport investments are planned, allocated and managed. Addressing the inefficiencies and barriers identified in the project is crucial for creating a public transport system that truly benefits all South Africans, promotes economic growth, and enhances social inclusion.

37.7 Project Objectives

This project seeks to support four metropolitan municipalities in South Africa to develop IPTN Densification Strategies. The primary goal is to address inefficiencies and barriers within existing public transport corridors by promoting spatial transformation, increasing ridership, enhancing financial sustainability and fostering inclusive, transit-oriented development (TOD). The project aims to pilot at least one priority corridor in each of the four cities in order to develop the densification strategy per city. The main focus for the project will therefore be to:

- Identify at least 1 IPTN project, either a corridor or an inner-city plan, in cities that have operating BRT systems, proposed cities are Cape Town, Joburg, Ekurhuleni and Tshwane.
- Follow up on the support that was already provided to these cities on their IPTNs as tools of spatial transformation – IPTN project in CSP2.

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- iii. Leverage on the work completed as part of the land value capture reform and catalytic land development support under the CSP Governance component.
- iv. Collaborate with the CSP Human Settlements and Economic Development components on current projects that support densification and access to opportunities.
- v. Support these cities with identifying portions of land along the existing IPTN corridor that can be used for mixed-use development.
 - vi. Act as the convenor of bringing the relevant transport, land use planning, human settlements and spatial development departments around the table to develop precinct plans around and along the IPTN corridor and stations in order to strengthen institutional coordination across city departments for integrated corridor planning.

38 Scope of Works

The CSP requires a suitably qualified service provider for delivering expert technical support and facilitation to advance Integrated Public Transport Networks (IPTNs) as key drivers of spatial transformation in the selected metropolitan cities. The focus will be on densifying existing IPTN corridors to improve ridership, operational efficiency and financial sustainability while promoting inclusive urban development. The service provider will undertake the following key tasks:

38.1 Assessment of the Status Quo

- Review existing city frameworks, policies, and past strategies relevant to IPTN and land use.
- Assess previous densification-related efforts, analyse progress, identify gaps, and assess barriers to implementation.
- Identify one operational IPTN/Public Transport corridor per city to pilot densification plans.
- Conduct spatial and regulatory analysis of density patterns, land use potential, and zoning regulations along the pilot corridor.

38.2 Stakeholder Engagement and Institutional Coordination

- Support the convening of transversal teams including departments within transport, planning, housing, and economic development.
- Assess city capacity to process rezoning and land-use applications efficiently.
- Develop internal coordination mechanisms for collaborative corridor planning.
- Facilitate working sessions and workshops to address land availability, regulatory constraints, and development incentives.

38.3 Pilot Corridor Densification Planning

- i. Develop and implement detailed precinct plans for the selected corridors and key station areas along the corridor.
- ii. Identify strategic land parcels and propose zoning reforms, incentives, and regulatory changes.

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- iii. Assess infrastructure capacity (water, sewerage, electricity, roads, etc.) and requirements to support higher densities.
- iv. Recommend zoning amendments, land-use changes, and incentives to promote higher densities.
- v. Identify necessary upgrades and potential funding mechanisms.
- vi. Align with climate-resilient, green urban development principles.
- vii. Use CSP's land value capture framework to explore densification financing mechanisms.
- viii. Monitor and document implementation lessons, barriers, and innovations throughout the pilot process.

38.4 Private Sector and Community Engagement and Participation

- i. Design and facilitate a stakeholder engagement process to gather input and build public support for densification pilot.
- ii. Build relationships with private sector and identify potential partnerships with businesses, NGOs, civil society, etc. with the objective of leveraging their capabilities, resources and interests to support corridor densification efforts and public transport integration, which may contribute to investment in affordable housing and mixed-use developments.
- iii. Address concerns of displacement, affordability, and equitable access in densification strategies.

38.5 IPTN Densification Strategy Development

- i. Synthesise pilot corridor learnings into a city-specific IPTN Densification Strategy.
- ii. Ensure integration with housing, economic development, and transport goals.
- iii. Align strategy outputs with municipal SDFs, IDPs, and budgeting instruments.
- iv. Support council adoption of the strategy and prepare a communications package to share outcomes.

38.6 Implementation Roadmap and Policy Recommendations

- i. Develop a high-level implementation roadmap outlining actions, timelines, responsible departments, and priority projects, using insights from the pilot corridor.
- ii. Recommend institutional and policy changes, including regulatory reform, grant alignment, and governance shifts.
- iii. Propose mechanisms to embed lessons from the pilot into long-term city and national policy frameworks.
- iv. Develop a monitoring and evaluation framework with clear, measurable indicators to track the adoption and implementation of densification strategies over time.
- v. Support pilot cities in establishing early implementation readiness milestones, such as the inclusion of densification priorities in municipal plans, initial project budgeting, land release actions, and regulatory adjustments, to signal uptake and institutional commitment.
- vi. Conduct post-strategy follow-up engagements (e.g., within 6–12 months of strategy approval) to assess progress, identify bottlenecks, and reinforce long-term sustainability pathways.

39 Outputs and Activities

<i>Output and activity</i>	<i>Indicator</i>	<i>Possible sources of information</i>
<u>Output 1:</u> Inception report with detailed methodology and workplan	Inception report, workplan and project programme submitted and approved by the client within 4 weeks of project initiation	City officials
<u>Output 2:</u> Status Quo and corridor assessment reports per city	Status quo report completed and approved for each city	Policies, frameworks, IPTN business plan, City spatial plans, interviews with city officials
<u>Output 3:</u> Planning and precinct development plan for identified pilot corridor per city. Pilot corridor implementation and monitoring and documentation of lessons learnt from pilot implementation	One corridor selection and justification report, with at least two precinct plans developed for key nodes and segments in pilot corridor per city. Pilot project implementation plan with documented progress and lessons learnt across key milestones completed, minimum of one project roll-out and implementation plan per city	Existing precinct plans, MSDF, zoning maps, GIS database, meetings with city officials and other stakeholders, census data, TOD and LED strategies. Project progress reports, meeting minutes, implementation process and review notes
<u>Output 4:</u> Stakeholder engagements and coordination platforms – facilitation of cross-departmental coordination, community and stakeholder engagement sessions	Stakeholder engagement plan completed. Minimum of 4 stakeholder workshops per city	Community meetings, stakeholder workshops, survey data, feedback reports
<u>Output 5:</u> Development of city specific IPTN Densification Strategy reports, together with high-level implementation roadmap and monitoring and evaluation framework	Densification strategy approved per city within 6 months of pilot completion, incorporating pilot lessons; includes a detailed implementation roadmap with at least five actionable items, assigned responsibilities, timelines, and a functional KPI dashboard and tracking tool developed and handed over to the city	City council approvals, final strategy documents, project management tools, pilot lessons learnt report, M&E reports, city monitoring tools
<u>Output 6:</u> Recommendations on policy and institutional reforms	One policy memo completed detailing proposed regulatory and institutional changes required across all spheres of government	Legal reviews, Grant reform reports, policy notes, interviews with National and Provincial officials, institutional assessment of all necessary legislation

40. Passenger Rail Precinct Development

40.1 Background and project aim

Urban transport modal integration in South Africa is multi-faceted, encompassing physical integration (intermodal interchange facilities), operational integration (scheduling and fleet management), ticket or payment systems integration (a unified ticketing system), fare systems integration, safety and security systems integration and integrated customer-facing services (real-time passenger information systems).

Hence, the development and management of infrastructure around rail stations is crucial for fostering urban regeneration, enhancing connectivity, and promoting sustainable development in the urban transport system. Rail stations serve as key nodes in urban transit networks, linking various parts of a city and facilitating the movement of people and goods. When developed thoughtfully, areas around rail stations can become vibrant, high-density hubs of economic activity, housing, and services, thus supporting the efficient use of land and reducing the need for long commutes. This not only enhances the quality of life for residents but also contributes to economic growth by attracting businesses and investments to these well-connected areas. Furthermore, developing infrastructure around rail stations can play a pivotal role in spatial transformation by revitalising underutilised or degraded urban areas, particularly in inner cities, and integrating them into the broader urban fabric.

The aim of this project is to develop a rail precinct plan focused on revitalising and developing areas around rail stations to improve connectivity, stimulate economic growth, and advance spatial transformation. As part of this initiative, city-specific plans will be prepared for two pilot rail stations in two metropolitan municipalities, as outlined in the CSP implementation plan.

40.2 Previous CSP support

Between December 2019 and September 2022 CSP embarked on a project in conjunction with the World Bank to investigate the issues related to integrated ticketing and interoperability between the commuter rail and bus rapid transit services. The research included identifying the challenges and opportunities for short-term integration improvements in a selected city that has both commuter rail and Bus Rapid Transit (BRT) services operating, and to share international expertise related to integrated ticketing and interoperability across urban transport modes. As part of the deliverables a report was developed to map out a path towards the improvement of integrated and interoperable fare collections systems that are able to serve a strategic City in ways that are applicable, affordable and sustainable to all stakeholders involved– which, could potentially also benefit other cities considering ticketing integration enhancements.

40.3 The project objectives were:

- To assess the current status quo of the Integrated Public Transport Networks (IPTNs) of five cities in context with integrated ticketing, interoperability and payment in South Africa,

- To investigate the status quo related to integrated ticketing and interoperability between the commuter rail and BRT services with a case study on City of Johannesburg (CoJ);
- To identify the challenges and opportunities for short-term integration improvements in CoJ;
- To develop a roadmap towards the improvement of integrated and interoperable automated fare collection systems (AFC) for CoJ.

The review of the status quo of five IPTNs in South Africa in relation to integrated ticketing and interoperability, followed by the deep dive into the JHB case, provided the team with valuable insights into the issues and risks related to integration and interoperability between BRT and rail from the user, institutional, commercial and technological perspectives.

The roadmap and prioritised list of integration initiatives provided clarity on the activities that must be carried out to overcome these issues and mitigate the risks so that integration and interoperability between BRT and rail can be achieved. In particular, the roadmap activities related to the institutional perspective provided guidelines for defining a governance and decision-making structure within a framework of cooperation that enables stakeholders to align and work together towards the goal of achieving integration and interoperability between public transport modes.

The following products were delivered as part of this support:

Outputs	Activity	Deliverable
1. Current Status Quo of the IPTNs in Context with Integrated Ticketing, Interoperability and Payment in South Africa	1: Agreeing on TORs	• Minutes of Meetings with various cities and NT
	2: Assess the current status quo of the IPTNs in context with integrated ticketing, interoperability, and payment in South Africa	• Project report
2: Case Study City Johannesburg Identify and Address Integration and Interoperability related Issues/Risks between BRT and Rail.	1: Assess the related IPTN ticketing integration practice for the case study city	• Workshop notes • Information sessions
	2: Identify the challenges and opportunities for short-term integration improvements in CoJ	• Project report
3: Roadmap for improving commuter rail and BRT ticketing integration and payment systems in the city of JHB	1: Develop a roadmap for improving ticketing integration and payment systems	• Roadmap report
	2: Project Close-out	• Project Close-out Report

40.4 Further CSP support

Building on the support provided in the previous phase of CSP, which focused on the integration and interoperability of ticketing systems between passenger rail and BRT services, this next phase shifts attention to the physical and spatial integration around rail stations. While integrated fare systems are key to improving user experience, meaningful public transport integration also requires the revitalisation of station precincts. Upgrading and developing these areas can unlock mixed-use, transit-oriented development (TOD) that supports economic

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activity, improves access, and encourages greater use of public transport. This continuation is essential to translate system-level integration into tangible improvements in urban mobility, land use, and economic growth.

40.5 Project Objectives

This project seeks to support two metropolitan municipalities to identify and plan for high-impact, TOD opportunities around priority rail stations. The overarching goal is to leverage the strategic potential of rail infrastructure to drive urban regeneration, improve multimodal integration and promote spatial transformation through the development of inclusive, high-density, mixed-use rail precincts.

The project will focus on the following specific objectives:

- a) Identify and select one strategic rail station in each participating city that has the potential to catalyse TOD and serve as a demonstration site for integrated precinct development. Pilot cities are City of Joburg and eThekweni municipality.
- b) Identify the key challenges that hinder development around the selected rail stations, with a focus on issues such as land use conflicts, poor maintenance, safety concerns, and socio-economic factors.
- c) Investigate the reasons behind the degradation of rail precincts, particularly in inner-city areas, and examine the impact on surrounding communities and the broader urban environment.
- d) Develop rail precinct plans for each selected station, outlining development potential, land use strategies, mobility integration, infrastructure requirements and economic development opportunities in alignment with broader city planning instruments.
- e) Promote spatial transformation and urban regeneration by targeting underutilised or strategically located areas around the selected stations for densification, infill development and improved access to affordable housing and services.
- f) Support institutional coordination and interdepartmental alignment by bringing together key municipal departments — including transport, spatial planning, human settlements, infrastructure and economic development — to co-develop and endorse the rail precinct plans.
- g) Integrate ongoing CSP work related to land value capture, catalytic land development, and inclusive economic development into the rail precinct planning process to maximise impact and resource alignment.
- h) Establish a roadmap for implementation, including actionable steps, timelines, responsibilities and possible funding sources, to ensure that the precinct plans can transition into implementable, bankable projects.
- i) Assist the city with identifying potential sources of funding for implementation of the precinct plans.
- j) Lay the foundation for national replicability and sustainability, by extracting lessons learnt and identifying enabling policy or regulatory reforms that could support a broader roll-out of TOD around commuter rail in other cities.

41 Scope of Works

The CSP requires a suitably qualified service provider for delivering expert technical assistance to support the revitalisation and development of rail station precincts in South Africa's urban centres, building on prior efforts to integrate fare systems between passenger rail and BRT services. It recognises that physical and spatial improvements around rail stations are essential to achieving meaningful public transport integration and unlocking associated economic and urban development benefits.

The service provider will work closely with local government, National Government, PRASA, Transnet and relevant stakeholders to deliver precinct plans and implementation roadmaps that are realistic, aligned with city priorities and capable of unlocking long-term transformation. Throughout the project, the service provider must ensure alignment with broader national, provincial and municipal policies and frameworks, and ensure that recommendations are feasible, inclusive, and sensitive to local contexts. The service provider will undertake the following key tasks:

41.1 Station Selection and Contextual Analysis

Identify the pilot stations by:

- Engaging each participating city to identify and confirm one strategic rail station that presents a strong opportunity for TOD and precinct development.
- Conducting a desktop review and field assessment of potential stations, including spatial context, connectivity, land use, socio-economic profile, and existing plans.
- Facilitating a technical workshop with city officials and relevant stakeholders to finalise station selection.

41.2 Conduct a Status Quo Assessment and Baseline Analysis Assist the CSP and City to:

- Undertake a detailed assessment of pilot rail station precincts (with a focus on Joburg and eThekweni), identifying key challenges related to land use, infrastructure condition, safety, accessibility, socio-economic conditions, and governance.
- Map current land ownership and zoning, identify constraints to redevelopment, and analyse commuter patterns, informal trading activity, and station usage.
- Engage relevant stakeholders, including local government departments, PRASA, Transnet and local communities, to validate findings and gather insights.

41.3 Diagnostic Assessment of Rail Precinct Challenges

Support cities to analyse and assess:

- The key barriers to development in and around each selected station precinct, including land use conflicts, safety and security risks and regulatory and institutional constraints.
- The historical and systemic reasons behind the neglect or degradation of rail station precincts, especially in inner-city areas.

The impact of degraded station environments on surrounding communities, local businesses, and public transport uptake

41.4 Review Comparative Case Studies

Undertake research and investigations to:

- Identify and assess local and international examples of successful rail station precinct development and transit-oriented development (TOD).
- Extract lessons learned, success factors, and applicable models or practices for the South African context.

41.5 Development of Rail Precinct Revitalisation Plans

- Develop a rail precinct plan for each selected stations that includes:
- Land use and spatial development strategies.
- Integrated mobility and access plans (Non-motorised transport, minibus taxis, bus, etc.).
- Affordable housing, mixed-use and economic development opportunities.
- Outlining actionable short-, medium-, and long-term interventions to improve infrastructure, unlock development potential, and promote integrated, mixed-use, and economically vibrant precincts.
- Assigned departmental responsibilities.
- Aligning plans with city IDPs, SDFs and PRASA station plans.
- Projects costs and potential sources of project funding.
- Assisting cities to obtain council approval for precinct plans.

41.6 Institutional Coordination and Alignment Ensure coordination and alignment through:

- Convening working sessions across relevant city departments (transport, spatial planning, human settlements, infrastructure, safety, etc.) to co-develop and review the precinct plans.
- Facilitating alignment between city and PRASA strategies and promote integration with CSP catalytic land development and land value capture work

41.7 Prepare a Monitoring Framework and Generic Practice Note for Replicability

Develop a user-friendly monitoring framework for the pilot project and replicable practice note for similar precincts that will:

- Provide clear indicators to track progress in implementation and uptake by city systems.
- Extract lessons learnt and develop policy recommendations that could support national scaling of TOD around rail stations.
- Outline key principles, process steps, and best practices for rail station revitalisation and development.
- Be aimed at municipal planners, transport and urban development officials, and practitioners working on TOD and precinct-level planning.

42 Outputs and Activities

Output and activity	Indicator	Possible sources of information
<u>Output 1:</u> Station selection and contextual analysis per city recording the identified stations for the pilot projects	One strategic rail station selected and approved per city (2 total), through a series of workshops held with stakeholders	Station Selection Report, Workshop Minutes, Spatial Context Maps
<u>Output 2:</u> Status quo assessment and baseline analysis per city recording the status quo and existing conditions of pilot rail stations	Baseline conditions report completed for 2 precincts, including maps and stakeholder input	Municipal GIS data, PRASA precinct data, on-site inspections, interviews/meetings with government officials
<u>Output 3:</u> Diagnostic assessment of precinct challenges identified by reviewing historical and policy context of station precinct, including assessment of socio-economic and spatial impacts of gradation	Diagnostic report identifying key challenges per precinct, including stakeholder-validated findings	Municipal planning documents, urban development plans, academic literature, StatSA, stakeholder engagements
<u>Output 4:</u> Document comparative case studies and best practice review by identifying local and international rail precinct redevelopment case studies and conduct comparative analysis relevant to South African cities	Case study report with key lessons applicable to South African context	International development agencies, city government case reports, PRASA precinct plans, TOD literature review, expert interviews
<u>Output 5:</u> Develop a rail precinct revitalisation plan for each pilot station per city, including details on short-, medium-, and long-term interventions	Precinct plans for 2 stations completed, endorsed by the city, including short/medium/long-term projects, costs estimates and funding options	Local spatial development frameworks, intergovernmental coordination forum, PRASA station plan, infrastructure assessments, stakeholder inputs, grant funding strategies
<u>Output 6:</u> Monitoring Framework and Generic practice note for rail precinct revitalisation outlining process, principles, funding and guidance for further applications	Monitoring framework and practice note endorsed by key stakeholders	M&E Framework reviews, outputs from all project activities, municipal planning guides, feedback forums, meeting notes

43. Project Reporting

43.1 Project Reporting during Commissioning and Project Implementation

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

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

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

43.2 Project Exiting Strategy

The Technical Team will also be required to generate a project termination strategy to ensure that the project results will remain to benefit its beneficiaries or right-holders even after it is completed.

It will be anticipated that the service provider will draw into the Project Exiting Strategy all services of phasing down, phasing out and phasing over. This Project Exiting Strategy will be expected prior to the commencement of the Continuing Support.

43.3 Project Close-out

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

44 Project Contracting Arrangements and Reporting Lines

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

44.1 Location of Services

The Technical Team will draw expertise from their teams located anywhere in South Africa. This project requires engagement with local metro cities in selected locations in South Africa, relevant Provincial department and NDoT officials.

44.2 Logistic Support

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

ANNEXURE 1: C.V AND PROJECTS UNDERTAKEN FORMATS

Table 1: C.V. Template

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

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

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

Key Projects Undertaken 2	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 3	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Date of Financial close	
Activities Performed	
Key Projects Undertaken 4	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	

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

ANNEXURE 2: COMPANY EXPERIENCE

Table 2: Company Experience

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

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

ANNEXURE B

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

ANNEXURE C

TAX REQUIREMENTS

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

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

I, _____ of _____,

(Authorised Signatory)

(Company Name)

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

(Signature)

(Date)

ANNEXURE D

BIDDER'S DISCLOSURE – SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

2.2

Full Name	Identity Number	Name of State institution

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:

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.

.....

.....

2.3 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.

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

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.

period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ANNEXURE E

SBD6.1: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as selected:

Tick applicable Threshold:



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

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

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

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROVISION OF TECHNICAL SUPPORT ON URBAN PUBLIC TRANSPORT SPATIAL TRANSFORMATION FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP).

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROVISION OF TECHNICAL SUPPORT ON URBAN PUBLIC TRANSPORT SPATIAL TRANSFORMATION FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP).

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

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

☐ Partnership/Joint Venture / Consortium	☐ Close corporation	☐ Personal Liability Company	☐ Non-Profit Company
---	--	---	---

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROVISION OF TECHNICAL SUPPORT ON URBAN PUBLIC TRANSPORT SPATIAL TRANSFORMATION FOR NATIONAL TREASURY CITIES SUPPORT PROGRAMME (NT-CSP).

☐ One-person business/sole propriety	☐ Public Company	☐ (Pty) Limited	☐ State Owned Company
---	---	--	--

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

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

SIGNATURE(S) OF TENDERER(S) :
SURNAME AND NAME:
DATE:.....
ADDRESS:.....

ANNEXURE F

REGISTRATION CERTIFICATES/ AGREEMENTS/ IDENTITY DOCUMENTS

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

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

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

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

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

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

I, _____ of _____,
(Authorised Signatory) (Company Name)

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

(Signature)

(Date)

ANNEXURE G

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

ANNEXURE H

[General Conditions of Contract]

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

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

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

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

ANNEXURE I

PROOF OF REGISTRATION WITH CSD

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

The Tenderer shall attach hereto its:

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

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

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

I, _____ of _____,
(Authorised Signatory)(Company Name)

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

(Signature)

(Date)

ANNEXURE J
TENDER BRIEF ATTENDANCE

A. If Brief is Online:

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

B. If Brief is Physical:

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

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

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

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

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

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

TENDERER'S REPRESENTATIVE(S):

Name:Signature

Capacity:

Annexure K

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:, or;

Company Secretary:.....

As Witness: 1.

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROVISION OF TECHNICAL
SUPPORT ON URBAN PUBLIC TRANSPORT SPATIAL TRANSFORMATION FOR NATIONAL TREASURY CITIES
SUPPORT PROGRAMME (NT-CSP).

.....hereby authorise Mr/Ms..... acting in the capacity of to sign all documents in connection with the Tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) **CERTIFICATE FOR PARTNERSHIP**

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

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

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

(IV) **CERTIFICATE FOR SOLE PROPRIETOR**

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

Signature of Sole Owner:

As Witnesses:

1.....

2.....

Date:.....

(V) **CERTIFICATE JOINT VENTURE**

We, the undersigned, being the key members in the business trading as

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SUPPORT PROGRAMME (NT-CSP).**

.....hereby authorise Mr/Ms..... acting in the capacity of to sign all documents in connection with the Tender and any contract resulting from it, on our behalf.

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

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

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

ANNEXURE L

JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

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

GENERAL

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

1. JOINT VENTURE PARTICULARS

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

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

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

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

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

3.IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

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

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

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

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Postal Address.....

Physical Address.....

Telephone.....

Fax.....

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

(Continue as required for further Affirmable Joint Venture Partners)

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

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

5. OWNERSHIP OF THE JOINT VENTURE

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

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

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

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

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

.....
.....

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

(iii) Anticipated on-going capital contributions in Rands

.....
.....

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

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

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

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AS PARTNERS IN OTHER JOINT VENTURES

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

(a) Joint Venture payment approvals

.....

.....

.....

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

.....

.....

.....

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

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.....
.....
.....
(d) Acquisition of lines of credit
.....
.....
.....

(e) Acquisition of performance guarantees
.....
.....
.....

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

(a) Supervision of field operations
.....

(b) Major purchasing
.....

(c) Estimating
.....

(d) Technical management
.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

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

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the

execution of the contemplated works?

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

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

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

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

Signature

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

Name

Address

Telephone

Date

Signature

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

Name

Address

Telephone

Date

Signature

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

Name

Address

Telephone

Date

Signature

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

Name
Address
Telephone
Date

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

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

ANNEXURE M

RECORD OF ADDENDA TO TENDER DOCUMENT

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

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

I, _____ of _____,
(Authorised Signatory) (Company Name)

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

(Signature)

(Date)

ANNEXURE N

DECLARATION OF DEFAULT AND TERMINATION

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

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

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

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

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

--	--	--	--

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

I, _____ of _____,
 (Authorised Signatory)(Company Name)

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

 (Signature)

 (Date)

ANNEXURE O

SERVICE PROVIDER CODE OF CONDUCT

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

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

The Privacy Statement sets out:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Conflicts of Interest

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

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

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

I, _____ of _____,
(Authorised Signatory)(Company Name)

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

(Signature)

(Date)

ANNEXURE P

RFP DECLARATION FORM

We do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with DBSA:

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

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

I, _____ of _____,
(Authorised Signatory)(Company Name)

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

(Signature)

(Date)

ANNEXURE Q

ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

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

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary.

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

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

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

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

*insert separate page if necessary.

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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

I, _____ of _____,
 (Authorised Signatory)(Company Name)

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

 (Signature)

 (Date)

ANNEXURE R

CERTIFICATE OF ACQUINTANCE WITH TENDER DOCUMENT

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

7. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, _____ of _____,
(Authorised Signatory)(Company Name)

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

(Signature)

(Date)

ANNEXURE S

WORKMEN'S COMPENSATION REGISTRATION (COIDA)

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

Attach hereto copy of:

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

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

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

I, _____ of _____,
(Authorised Signatory) (Company Name)

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

(Signature)

(Date)

ANNEXURE T
FINANCIAL STANDING/BANK RATING

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

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

Management Reports are not accepted, nor partial Financial Statements.

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

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

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

I, _____ of _____,
(Authorised Signatory)(Company Name)

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

(Signature)

(Date)