



**PROVISION OF PROFESSIONAL SERVICES TO DEVELOP ROADS AND  
STORMWATER MASTER PLANS (RSWMP) IN SUPPORT OF POLOKWANE AND  
EMAKHAZENI LOCAL MUNICIPALITIES**

**TENDER NUMBER: RFP015/2026**

**REQUEST FOR PROPOSAL DOCUMENT**  
[Based on the CIDB Professional Services Contract] - (July 2009)

**11 FEBRUARY 2026**

**Issued by:**

**Development Bank of Southern Africa Limited**  
1258 Lever Road, Headway Hill  
Midrand, Johannesburg  
Gauteng Province

**Contact Persons:**

**Technical Inquiries**

Name: Lihle Ndlangamandla  
Email: lihleSCM@dbsa.org

**Name of Tenderer:** .....

## GENERAL TENDER INFORMATION

**TENDER ISSUED**

: 11 February 2026

**DATE & TIME OF CLARIFICATION MEETING**

: 20 February 2026 at 10h00

**VENUE FOR CLARIFICATION MEETING**

: MS Teams: [Compulsory Briefing Session Link](#)  
[\(Click here to join the meeting\)](#)

**CLOSING DATE**

: 09 March 2026

**CLOSING TIME**

: 23h55 Telkom Time

**CLOSING VENUE**

: Designated Electronic Box provided by DBSA  
SCM

**TENDER SUBMISSION**

: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in an electronic folder with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals (Tender submissions) must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: [LihleSCM@dbsa.org](mailto:LihleSCM@dbsa.org) confirming that the submission has been made electronically.

**TENDER SUMMARY PAGE**

**NAME OF TENDERER:** \_\_\_\_\_

**DETAILS OF CONTACT PERSON**

**NAME:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**ADDRESS OF TENDERER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VAT REGISTRATION NO.:** \_\_\_\_\_

**PREFERENCE POINTS CLAIMED:** \_\_\_\_\_

**CONTRACT PERIOD OFFERED\*** \_\_\_\_\_ **(Maximum 15 months)** \_\_\_\_\_

**DATE OF TENDER:** \_\_\_\_\_

**TENDERER 'S SIGNATURE:** \_\_\_\_\_

(Person authorised to sign the TENDER)

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T1.2	Tender Data
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T2.2	Returnable Schedules
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<b>Part C1: Agreements and Contract Data</b>	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
<b>Part C2: Pricing data</b>	
C2.1	Pricing Assumptions
C2.2	Pricing Data
<b>Part C3: Scope of Work</b>	
C3.1	Scope of Work
<b>Part C4: Site information</b>	
C4.1	Site Information

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## **Part T1: Tendering procedures**

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<b>T1.2 Tender Data .....</b>	<b>4</b>

## **T1.1 Tender Notice and Invitation to Tender**

The Development Bank of Southern Africa Limited invites tenders from experienced firms to work as a PSP for the **Roads and Stormwater Master Plan (RSWMP)**.

The Tender Document can be uploaded from the DBSA Tender Website as from **06 February 2026**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

Queries may be addressed to Mr. Lihle Ndlangamandla and on email(s): [scmqueries@dbsa.org](mailto:scmqueries@dbsa.org) and [LihleSCM@dbsa.org](mailto:LihleSCM@dbsa.org)

The cut-off date for tender enquiries is three (3) working days before tender closing date.

**Compulsory tender briefing session** will take place at the Employers premises (on a virtual platform) as detailed below:

- **Location:** Microsoft Teams
- **Date:** 20 February 2026
- **Starting Time:** 10h00
- **MS Teams Link:** [Compulsory Briefing Session Link \(Click here to join the meeting\)](#)

The closing time for receipt of tenders is **23H55 (Telkom time)** on **09 March 2026** at the electronic **Tender Box provided by DBSA SCM Unit**.

Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover of this document). If the bid is late, or not submitted in the tender box it will not be considered for evaluation.

Requirements for sealing, addressing, delivery, opening and assessment of submissions are stated in the Tender Data. Please continue to visit our website for any changes, alterations, and updates for this tender.

**Tenderers need to submit the following on a Flash drive, with your Hardcopy tender submission:**

- Complete Tender document (pdf)
- All Returnable and additional documents (pdf)
- Bill of Quantities/ Rates/ Price Schedule (pdf & electronically)

**NOTES:**

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget Availability.
- ii. The subsequent Appointment and Contracting of the successful Tenderer, will be the full & final offer with no option whatsoever to increase the contract amount after award.
- iii. 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.
- iv. Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v. The DBSA intends to award the full scope of work under each RFP to one (01) Professional Service Provider (PSP) only. **This applies to RFP011/2026, RFP012/2026, RFP013/2026, RFP014/2026, RFP015/2026, RFP016/2026, and RFP017/2026.** A bidder may only be awarded one (01) of the above-mentioned RFPs. Accordingly, any bidder that is recommended for award under any one of these RFPs shall be automatically disqualified from consideration and award under the remaining RFPs.
- vi. The decision to award will be based on best commercial offer and value-for-money principle for the DBSA.
- viii. Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- ix. In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.

## **T1.2 Tender Data`**

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

<b>Clause number</b>	<b>Tender Data</b>
F.1.1	The Employer is the <b>Development Bank of Southern Africa Limited</b> .
F.1.1.4	The Employer aims to award full scope of works as follows:  a) <b>DBSA reserves the right to award one bidder per RFP in respect of tender RFP011/2026, RFP012/2026, RFP013/2026, RFP014/2026, RFP015/2026, RFP016/2026 and RFP017/2026.</b>
F.1.2	The Tender Documents issued by the Employer consists of the following documents: <b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Occupational Health and Safety Agreement <b>Part C2: Pricing data</b> C2.1 - Pricing Assumptions C2.2 - Pricing Data <b>Part C3: Scope of work</b> C3 - Scope of work <b>Part C4 : Site information</b> C4.1 Site information  <b>CIDB Professional Services Contract, Edition 3, (July 2009)</b>
F.1.4	The Employer's Agent, for the purposes of any communication between the employer and tenderer, is: <b>Development Bank of Southern Africa</b> Name: <b>Mr. Lihle Ndlangamandla</b> Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng Tel: (011) 313 3437 Fax: (011) 206 3409 E-mail: <a href="mailto:scmqueries@dbsa.org">scmqueries@dbsa.org</a> and <a href="mailto:LihleSCM@dbsa.org">LihleSCM@dbsa.org</a>

Clause number	Tender Data																																		
	Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents																																		
F 1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F1.1.4 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and the Employer.																																		
F.1.6.2	A competitive negotiation procedure will not be followed.																																		
F.1.6.3	A two-stage system will not be followed.																																		
F.2.1	<p><b>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</b></p> <p>(1). The tenderer has in its employ registered professionals and experts as listed below. That follow the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that follow the requirements stated below, and that can provide such services listed in the table below:</p> <table border="1"> <thead> <tr> <th>ID</th> <th>Key Resource / Expert</th> <th>No.</th> <th>Minimum Qualifications, Category of Professional Registration and Experience</th> <th>Key Service(s) Discipline</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager and Team Leader: Civil Engineering</td> <td>x1</td> <td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>10 years' post-registration</b> experience in development of a Roads and Stormwater Master Plans in the municipal sphere in South Africa.</td> <td>Project Leadership, Management and Coordination</td> </tr> <tr> <td>2</td> <td>Civil Engineer: Roads and Stormwater Services Planning, Management and Operations</td> <td>x1</td> <td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. 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Must have <b>at least 5 years post-registration experience</b> within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.</td> <td>Infrastructure Investment Analysis</td> </tr> <tr> <td>5</td> <td>Geo-Information Science (GISc) Expert</td> <td>x1</td> <td>Bachelor's degree in information science or in Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). 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Clause number	Tender Data				
			planning and establishment of GIS systems for public or private sector entities in South Africa.		
<p>6 Environmental Management Practitioner x1 Registration as an Environmental Assessment Practitioner (EAP) by the Environmental Assessment Practitioners Association of South Africa (EAPSA) in terms of Section 24H (Registration Authority Regulations, 2016) of the National Environmental Management Act (Act No. 107 of 1998) Must have <b>at least 5 years post-registration experience</b> in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.</p>					
<p>(2). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than <b>offer price</b> in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(3). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(4) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p>					
<p>F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance register.</p>					
<p>F.2.10.3 Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p>					
<p>F.2.12 No alternative tender offers will be considered.</p>					
<p>F.2.13.1 Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.</p>					
<p>F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as <b>an original plus three copies, plus the Flash Drive requirement.</b></p>					
<p>F.2.13.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p>					
<p>F.2.13.5 Tender submissions are to be done electronically only:</p> <ol style="list-style-type: none"> <li>1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to <a href="mailto:lhleSCM@dbsa.org">lhleSCM@dbsa.org</a> – ONLY.</li> </ol>					

Clause number	Tender Data
	<p>2. No – Tender Submission Link requests will be accepted after 16h00 on the <b>03 March 2026</b>. Any requests after the stipulated date and time will be disregarded.</p> <p>3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</p> <p>Tenderers who have received submission Links that have errors, will be provided with new Links for use.</p>
F.2.13.10	<p><i>(Add after clause F.2.13.9)</i></p> <p>By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.</p>
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is <b>120 Days</b> .
F.2.16.2	1 (One) Professional Service provider to be appointed per RFP
	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) An active Tax Complaint Pin issued by the South African Revenue Services.</li> <li>2) A copy of the entity's professional indemnity insurance.</li> <li>3) A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable).</li> <li>4) An original or certified Copy of the B-BBEE Certificate/ Affidavit.</li> </ol>
F.3.4	<p>The time and location for opening of the tender offers is as follows:</p> <p><b>Not Applicable</b></p>
F.3.5	The two-envelope system will be followed for this Tender. <b>Non-adherence to this will disqualify the submission.</b>
F.3.11.1	The procedure for the evaluation of responsive tenders is <b>Method 4: Financial offer, Quality and Preference}</b> .
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.</p> <p><b><u>Evaluation Criteria</u></b></p> <p>The tenders will be evaluated in accordance with Method 2 of the CIDB Standard Tender Evaluation Methods in three stages, namely:</p> <p>Stage 1: Responsiveness</p> <p>Stage 2: Quality (Functionality)</p> <p>Only those bidders who achieve the minimum qualifying scores for Functionality (in Evaluation Criteria 1, 2, 3 and 4 respectively), will have their bid submissions further evaluated. Herewith below is the breakdown for ease of reference:</p> <ol style="list-style-type: none"> <li>a) Evaluation Criteria 1: Proposed Methodology and Approach - 14 points.</li> <li>b) Evaluation Criteria 2: Company Experience/ track record - 21 points.</li> <li>c) Evaluation Criteria 3: Experience of the key resources – 21 points (combined points for all resources).</li> </ol>

Clause number	Tender Data					
	<p>d) Evaluation Criteria 4: Lead Tenderer's QMS – 7 points.</p> <p>e) Evaluation Criteria 5: Proposed Approach to Transfer Skills/Knowledge to temporary and municipal officials working in the same sector – 7 points.</p> <p>If the bidder passes the above listed Sections / criteria's they will be evaluated further.</p>					
<p><b><u>Stage 1: Responsiveness</u></b></p> <p>The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;</p> <ul style="list-style-type: none"> <li>• Standard conditions of tender as required.</li> <li>• Returnable documents completed and signed.</li> <li>• An active Tax Complaint Pin issued by the South African Revenue Services (<b>Disqualifier</b>).</li> <li>• Attendance registers for compulsory briefing session (<b>Disqualifier</b>)</li> <li>• {Adherence to the two-envelope process (<b>Disqualifier</b>)}.</li> <li>• Valid original/ certified letter of good standing (COIDA).</li> <li>• Proof of Registration with a recognised professional body/institution.</li> <li>• Proof of Professional Indemnity Insurance to the value of not less than the submitted offer.</li> <li>• Submission of National Treasury Central Supplier Database (CSD) Summary Report.</li> </ul>						
<p><b>Refer to Part 1: Contract Data provided by the Employer</b></p>						
<p><b><u>Stage 2: {Functionality}</u></b></p> <p>A summary of Functional Evaluation Criteria that are scored is presented in the Table below. The following criteria will be used to evaluate functionality:</p>						
<b>Evaluation criteria</b>		<b>Minimum/ Threshold No. of points (See NOTE*** below Table)</b>	<b>Maximum number of points</b>			
<b>Evaluation Criteria 1:</b> Proposed Methodology and Approach.		14	20			
<b>Evaluation Criteria 2:</b> Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.)		21	30			
<b>Evaluation Criteria 3:</b> Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts.		21	30			
<b>Evaluation Criteria 4:</b> Lead Tenderer's Quality Management System.		7	10			
<b>Evaluation Criteria 5:</b> Proposed Approach to Transfer Skills/Knowledge to temporary and municipal officials working in the same sector.		7	10			
<b>Maximum possible score (Points)</b>			100			

Clause number	Tender Data		
	<b>Minimum threshold score (Total Points) for Tenderer's financial proposal to be considered further</b>	<b>70</b>	
<b>NOTE***:</b> Minimum / Threshold number of Points is the minimum threshold for the relevant element (Evaluation Criteria). A score of anything below the specified minimum / threshold score for the specific evaluation criteria leads to disqualification of the proposal.			

#### **Stage {2/3}: Financial Offer and Preference Evaluation**

With reference to the PPPFA 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:

Evaluation Criteria	Points
1. Price	80
2. Broad Based Black Economic Empowerment	20
3. Total	100

\*The contract may be awarded to a tenderer that did not score the highest points, in accordance with section 2(1)(f) of the PPPFA 2017.

#### **Stage {3/4} : Risk Analysis & Other Objective Criteria**

- 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 PPPFA Regulations of 2017, to ascertain suitability for award.
  - 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.
  - Fully compliant and registered with the National Treasury Central Supplier Database.
  - No misrepresentation in the tender information submitted.
  - Any non-performance on DBSA, or DBSA client projects.
  - 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
  - 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.
  - Prohibited from doing business with the public sector
  - Listed on the Register of Tender Defaulters by the National Treasury
  - Convicted by a court of law for fraud and corruption
  - Removed from a contract between them and any organ of state on account of failure to perform or comply with the contract.
  - Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables.
  - The contents of project specific tender returnable will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach, and methodology which are to be included in the contract.

Clause number	Tender Data
	<p>ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources</p>
F.13.13	<p>Tender offers will only be accepted for evaluation if:</p> <ul style="list-style-type: none"> <li>a) the tenderer submits an active <b>Tax Compliant PIN</b> issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations.</li> <li>b) 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</li> <li>c) 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</li> <li>d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document</li> </ul>
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
F.4	<p><b>Additional Conditions of Tender</b> None</p>
F.4.1	<p><b>Invalid tenders</b> Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> <li>a) If the two-envelope process was not adhered to if it was stated as a requirement.</li> <li>b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data).</li> <li>c) if the tender is not completed in non-erasable ink.</li> <li>d) if the Form of Offer and Acceptance has not been signed.</li> <li>e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</li> </ul>
F.4.2	<p><b>Negotiations with preferred tenderers</b> The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> <li>a) does not allow any preferred tenderer a second or unfair opportunity.</li> <li>b) is not to the detriment of any other tenderer; and</li> <li>c) Does not lead to a higher price than the tender as submitted.</li> </ul> <p>Minutes of any such negotiations shall be kept for record purposes.</p>

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## **Part T2: Returnable Documents**

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	<b>Pages</b>
<b>T2.1 List of Returnable Documents .....</b>	<b>12</b>

## **T2.1 List of Returnable Documents**

The tenderer must complete the following Returnable Documents in **black ink**:

### **1. Returnable Schedules required for tender evaluation purposes**

Tenderers need to maintain associations as per Request for Proposal submissions (**RFP015/2026**) and the following documentation should be re-submitted (to confirm validity):

- T2.2.1: Briefing Session: Declaration of Attendance
- T2.2.2: Record of Addenda to Tender Documents
- T2.2.3: Proposed Amendments and Qualifications by Tenderer
- T2.2.4: Compulsory Enterprise Questionnaire
- T2.2.5: Certificate of Authority for Joint Ventures
- T2.2.6: Tenderer's active Tax Complaint PIN issued by the South African Revenue Services
- T2.2.7: Bid Commitment and Declaration of Interest
- T2.2.8: Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9: Tenderer's Audited Financial Statements
- T2.2.10: Certificate of Independent Bid Determination
- T2.2.11: Professional Indemnity Insurance
- T2.2.12: Preferencing Schedule:
- T2.2.13: Copy of Joint Venture Agreement
- T2.2.14: Evaluation Schedule: proposed Methodology and Approach
- T2.2.15: Evaluation Schedule: Experience of the Tenderer's Proposed Key Experts
- T2.2.16: Evaluation Schedule: Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature
- T2.2.17: Quality Management as Stipulated in the Tender Document.
- T2.2.18: Skills Transfer as Stipulated in the Tender Document.

### **2. Other documents required for tender evaluation purposes**

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.17 (to illustrate validity of previous commitment)

### **3. C1.1 The offer portion of the C1.1 Offer and Acceptance**

### **4. C1.2 Contract Data (Part 2)**

### **5. C2.2 Price Schedule**

**T2.2.1**

**BRIEFING SESSION – DECLARATION OF ATTENDANCE**

Where applicable, the DBSA may choose to utilise an Attendance Register at the Brief that will be used as the proof of attendance.

<b>TENDER NUMBER</b>	RFP015/2026		
<b>TENDER DESCRIPTION</b>	Development of a Roads and Stormwater Master Plans (RSWMP) in support of Polokwane and Emakhazeni Local Municipalities.		
<b>TENDER CLOSING DATE</b>	09 March 2026	<b>CLOSING TIME</b>	23:55hrs

DBSA is acting as the programme Implementing Agent (PIA) on behalf of the Polokwane and Emakhazeni Local Municipalities. The goods / services are therefore required by the Customer Department / Institution, as indicated in this tender documentation.

<b>CUSTOMER DEPARTMENT</b>	Polokwane and Emakhazeni Local Municipalities.					
<b>BRIEFING SESSION</b>	Yes	X	No		<b>DATE</b>	
<b>VENUE</b>						

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the DBSA to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents, on the terms and conditions and in accordance with the specifications stipulated in the tender documents.

I, THE UNDERSIGNED (NAME) CERTIFY THAT  
THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

<b>TENDERER (OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGNATUR E</b>		<b>DATE</b>	
<b>FULL COMPANY NAME</b>							
<b>DBSA OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGNATUR E</b>		<b>DATE</b>	

**SIGNATURE OF DBSA  
REPRESENTATIVE**

**T2.2.2**

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

I/We confirm that the following communication received from the Employer before the submission of this tender, amending the tender documents, have been considered in this tender submission and are attached herewith

<b>ID</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*All Addenda to be attached to this page. Attach additional pages of this table if more space is required.*

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**

## **T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:** .....

**T2.2.4**

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

**Physical address of enterprise:** .....

(LOCAL OFFICE) .....

.....

**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** .....

**Tax reference number** .....

**Date tenderer commenced provision of services in built-environment**.....

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- confirms that 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 of 2004.
- 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.
- 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 with the Employer and his Agents that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**Note: Please attach company registration /incorporation documents to this page**

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

**Non-Collusion Form**

I, the undersigned

In my capacity as

(insert Sole Owner, Partner, Director, President, Secretary, or other title)

Of \_\_\_\_\_  
(insert name of the Company).

Acknowledges that on behalf of the above-mentioned Company, I submit to Development Bank of Southern Africa, a tender and that all statements in such tender are of fact and are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.

That I have not directly or indirectly by agreement, communication, or reference with anyone, attempted to induce action prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

- a. I did not, directly, or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly, or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or anyone else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender.
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signed on behalf of the tenderer

**T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer (in support of our expression of interest) in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms ..... , authorised signatory of the company, joint venture, consortium, association, close corporation or partnership ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note:** A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement (Refer to F2.13.1 in Part T1.2) Clearly showing the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

**T2.2.6 TENDERER'S VALID TAX COMPLIANCE PIN**

**IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER,  
OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN  
REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.**

**BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION  
PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE  
EVALUATED.**

1. The active Tax Compliance PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:** .....

**T2.2.7.1: TENDERER'S CENTRAL SUPPLIER DATABASE SUMMARY REPORT**

Tenderers are to append the summary report of the Government's Central Supplier Database in respect of the Tenderer, or of the main JV Partner to this page.

**Tax Compliant Status and CSD Registration Requirements**

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

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

**CSD Registration Number:**

**T2.2.7**

**BID COMMITMENT AND DECLARATION OF INTEREST**

**PART A: BID COMMITMENT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents to the Development Bank of Southern Africa (DBSA), on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
  - a) the offer herein shall remain binding upon me/us and open for acceptance by the DBSA during the validity period indicated and calculated from the closing time of the bid.
  - b) this tender and its acceptance shall be subject to the terms and conditions contained in the tender documents and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act – PPPFA 2017 with which I am/we are fully acquainted.
  - c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DBSA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the DBSA and I/we will then pay to the DBSA any additional expense incurred by the DBSA having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the DBSA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DBSA may sustain by reason of my/our default;
  - d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - e) the law of the Republic of South Africa shall govern the contract to be created by the acceptance of my/our tender and that I/we choose *domicile citandi et executandi* in the Republic at (full address of this place);

FULL ADDRESS	
--------------	--

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from the contract to be entered, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation\* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved

\* Delete whichever is not applicable.

<b>OTHER TENDERERS INVOLVED</b>				
---	--	--	--	--

## **7. AUTHORIZATION**

Are you duly authorized to sign the bid?	INDICATE			
	Y		N	

## **8. DECLARATION**

Has the Declaration of Interest (part B of this form) been duly completed?	INDICATE			
	Y		N	

**T2.2.7 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]**

**PART B: DECLARATION OF INTEREST**

9. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

**10. To give effect to the above, the following questionnaire shall be completed and submitted with the bid.**

10.1 Full Name of Tenderer or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company: (director, trustee, shareholder <sup>2</sup> , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below	

<sup>1</sup>"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the Tenderer, presently employed by the state?		<input type="checkbox"/> Y	<input type="checkbox"/> N	
If so, furnish the following particulars	Name of person/Director/shareholder/member:			
	Name of Institution to which the person is connected:			
	Position occupied in the institution:			
	Any other particulars:			

10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y		N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid).	Y		N	
If no, furnish reasons for non-submission of such proof				

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y		N	
If YES, furnish particulars				

10.10 Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.11 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are tendering for this contract?	Y		N	
If so, furnish particulars				

**11. Full details of directors / trustees / members / shareholders.**

## DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE  
INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE **DBSA** MAY ACT AGAINST ME BY DISQUALIFYING MY TENDER AND BY TAKING ANY OTHER NECESSARY ACTION SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME AND SIGNATURE OF TENDERER AND ASSIGNEES	Name: _____	DATE		POSITION
	Signature: _____			

**T2.2.8**

**DECLARATION OF TENDERER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES**

The tenderer is obliged to complete the following declaration and where necessary furnish the required particulars in relation to persons or firms that are, or have been:

- a) Prohibited from doing business with the public sector
- b) Listed on the Register of Tender Defaulters by the National Treasury
- c) Convicted by a court of law for fraud and corruption
- d) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief and knowledge both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

**T2.2.9**

**TENDERER'S AUDITED FINANCIAL STATEMENTS**

The tenderer is referred to clause F.2.1.6. of the Tender Data and shall append to this schedule the tenderer's audited financial statements for each of the preceding three financial years which are in accordance with legislative requirements.

- a) It is a requirement of this tender that the latest financial statements for the last three financial years are required. Tenderers are to affix the financial statements to this schedule.
- b) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- c) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- d) In bids where consortia/joint ventures/sub-contractors and partnerships are involved; all Tenderers must submit their financial statements.
- e) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- f) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- g) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.
- h) Financial Statements should at all times be original and not faxed copies.

**NB: Failure to submit the financial statement as stated above may result in disqualification of the bid.**

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

**T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregards the bid of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

{(Bid (Tender) Number and Description)}

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

[Name of Tenderer (Tenderer)]

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the Tenderer to determine the terms of, and to sign the bid, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
  - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service 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 bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. 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 products or services to which this bid invitation relates.

9. The terms of the accompanying bid 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 bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer (Tenderer)

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**T2.2.11**
**PROFESSIONAL INDEMNITY INSURANCE**

The tenderer is referred to clause F.2.1. of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

DETAILS OF PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM

SIGNED ON BEHALF OF TENDERER: ..... Date: .....

**T2.2.12**

**PREFERENCING SCHEDULES: BBBEE**

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

ITEM / DESCRIPTION	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.4.1 if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser/employer 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 purchaser/employer.

**2. DEFINITIONS**

- (a) “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) “**consortium or joint venture**” 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;
- (h) “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- (i) “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) “**non-firm prices**” means all prices other than “firm” prices;
- (m) “**person**” includes a juristic person;
- (n) “**QSE**” means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) “**sub-contract**” means *the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- (q) “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is

bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to "Other Objective Criteria" listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

#### **4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

### **5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A 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.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract

5.8 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## **8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	NO	
-----	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: .....%
- ii) The name of the sub-contractor:  
.....
- iii) The B-BBEE status level of the sub-contractor: .....
- iv) Whether the sub-contractor is an EME/ QSE.

*(Tick applicable box)*

YES	NO	
-----	----	--

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number: .....

9.3 Company registration number: .....

### 9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

### 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business: .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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

paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

**WITNESSES**

1. ....  
2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS: .....

.....  
.....

**T2.2.13 COPY OF JOINT VENTURE AGREEMENT**

- i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.
- ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage if functionality is applicable.
- iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

**T2.2.14**

**EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND  
APPROACH**

The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to development facilitation, environment, health and safety. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project.

**The paper should incorporate the following key aspects**

- a) Technical approach and methodology should explain the tenderer's understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The paper should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work.
- b) Management method should be developed and approved during the project planning phase to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
- c) Project audits, reviews and approval by client, which will identify the project audits, reviews and approval process of project phase by DBSA that will be performed and describe how the results of these audits and reviews will be factored into the project planning. Discuss the process of lessons-learned reviews and how those lessons can benefit the project.

The approach paper should not be longer than five (5) pages. The scoring of the methodology and approach will be as follows

Evaluation criteria	Scoring (for whole or each sub-element where applicable)	Maximum number of points
<p><b>Proposed Methodology and Approach:</b>  Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development or updating of the various infrastructure master plans of the Municipalities.</p>	<p><b>Excellent = 20 points</b> The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs</p> <p><b>Good = 18 points</b> The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</p> <p><b>Acceptable = 14 points</b> The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</p> <p><b>Poor = 8 points</b> The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p> <p><b>Non-responsive = 0 points</b> No response. Failed to address the methodology and approach.</p>	20

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

**T2.2.15      EVALUATION SCHEDULE: EXPERIENCE OF THE TENDERER'S  
PROPOSED KEY EXPERTS**

The tenderer shall provide information in respect of the key personnel who will be engaged on the contract by completing this schedule.

- a) The tenderer must consult the Tender Documentation which indicates the list of minimum key personnel required as well as qualifications.
- b) All the key staff shall be proficient in the use (both verbal and written) English language.
- c) In addition to the Personnel Schedule, the Tenderer shall also provide a Contract project organisational chart showing the team composition for each activity/phase/stage giving the team member names (only key team members need be included by name), position on team, and reporting relationship to other team members.
- d) Key professional staff of the tenderer should be permanently employed forming part of the Tenderer or have an extended and stable working relationship with the applicable Bidder. In addition, the staff should be readily available to the employer for discussions at, typically, less than a week's notice.
- e) Key expert to be professionally registered with the relevant professional body.

## Schedule T2.2.15: Summarized Details of Qualifications and Experience of Tenderer's Proposed Key Resources / Experts

KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER – CIVIL ENGINEER				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF STORMWATER MASTER PLANS (RSWMP) DEVELOPED IN THE PAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.
KEY EXPERT 2: CIVIL ENGINEER – ROADS AND STORM WATER PLANNING, MANAGEMENT AND OPERATIONS				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF ROADS AND STORM WATER MASTER PLANS (RSWMP) DEVELOPED IN THE PAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.
KEY EXPERT 3: DEVELOPMENT PLANNER (MUNICIPAL INFRASTRUCTURE)				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF DEVELOPMENT PLANNING PROJECTS COMPLETED IN THE LAST 10 YEARS IN THE MUNICIPAL SPHERE AND ROLE PLAYED BY THE KEY EXPERT

**KEY EXPERT 4: FINANCIAL ANALYST/INFRASTRUCTURE INVESTMENT ANALYST**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF FINANCIAL/INFRASTRUCTURE INVESTMENT ANALYSIS PROJECTS COMPLETED IN THE LAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT

**KEY EXPERT 5: GEO-INFORMATION SCIENCE (GISC) EXPERT**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF GEO-INFORMATION PROJECTS COMPLETED IN THE LAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT

**KEY EXPERT 6: ENVIRONMENTAL MANAGEMENT PRACTITIONER**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA.

**Key experts not achieving the following requirements will be non-responsive and therefore will not be considered:**

ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline
1	Project Manager and Team Leader: Civil Engineering	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>10 years' post-registration</b> experience in development of Roads and Stormwater Master Plans in the municipal sphere in South Africa.	Project Leadership, Management and Coordination
2	Civil Engineer: Roads and Stormwater Services Planning, Management and Operations	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>5 years' post-registration</b> experience in the development a Roads and Stormwater Master Plans in South Africa.	Civil Engineering Services
3	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least <b>5 years' post-registration experience</b> in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.	Development Planning Services
4	Financial Analyst / Infrastructure Investment Analyst	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have <b>at least 5 years post-registration experience</b> within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.	Infrastructure Investment Analysis
5	Geo-Information Science (GISc) Expert	x1	Bachelor's degree in information science or in Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have <b>at least 5 years post-registration experience</b> in the planning and establishment of GIS systems for public or private sector entities in South Africa.	Geo-Information Services
6	Environmental Management Practitioner	x1	Registration as an Environmental Assessment Practitioner (EAP) by the Environmental Assessment Practitioners Association of South Africa (EAPSA) in terms of Section 24H (Registration Authority Regulations, 2016) of the National Environmental Management Act (Act No. 107 of 1998) Must have <b>at least 5 years post-registration experience</b> in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.	Environmental Management Services

A CV of each key staff member of not more than 5 pages should be attached to this schedule. The duly signed CV should be structured, as per template provided.

The tenderer must ensure that, if selected for the assignment, the nominated staff will be assigned as proposed to meet the minimum requirements. Failure to do so may result in the award being cancelled by the Employer.

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as follows:

Evaluation criteria	Scoring (for whole or each sub-element where applicable) <b>NB! Post-Registration Experience Required</b>	Maximum number of points
	<p><b>1. Project Manager and Team Leader: Civil Engineer</b>  <b>Excellent:</b> More than 10 years = <b>10 points</b>.  <b>Good:</b> From 8 years to less than 10 years = <b>9 points</b>.  <b>Acceptable:</b> From 7 years to less than 8 years = <b>7 points</b>.  <b>Poor:</b> From 3 years to less than 7 years = <b>3 points</b>.  <b>Non-responsive:</b> Less than 3 years = <b>0 points</b>.</p>	10
	<p><b>2. Civil Engineer: Roads and Stormwater Infrastructure Planning, Management and Operations:</b>  <b>Excellent:</b> More than 5 years = <b>5 points</b>.  <b>Good:</b> From 4 years to less than 5 years = <b>4.5 points</b>.  <b>Acceptable:</b> From 3 years to less than 4 years = <b>3.5 points</b>.  <b>Poor:</b> From 2 years to less than 3 years = <b>2 points</b>.  <b>Non-responsive:</b> Less than 2 years = <b>0 points</b>.</p>	5
	<p><b>3. Development Planner (Municipal Spatial Planning):</b>  <b>Excellent:</b> More than 5 years = <b>5 points</b>.  <b>Good:</b> From 4 years to less than 5 years = <b>4.5 points</b>.  <b>Acceptable:</b> From 3 years to less than 4 years = <b>3.5 points</b>.  <b>Poor:</b> From 2 years to less than 3 years = <b>2 points</b>.  <b>Non-responsive:</b> Less than 2 years = <b>0 points</b>.</p>	5
	<p><b>4. Financial Analyst / Infrastructure Investment Analyst:</b>  <b>Excellent:</b> More than 5 years = <b>5 points</b>.  <b>Good:</b> From 4 years to less than 5 years = <b>4.5 points</b>.  <b>Acceptable:</b> From 3 years to less than 4 years = <b>3.5 points</b>.  <b>Poor:</b> From 2 years to less than 3 years = <b>2 points</b>.  <b>Non-responsive:</b> Less than 2 years = <b>0 points</b>.</p>	5
	<p><b>5. Geo-Information Science (GISc) Expert:</b>  <b>Excellent:</b> More than 5 years = <b>2.5points</b>.  <b>Good:</b> From 4 years to less than 5 years = <b>2.25 points</b>.  <b>Acceptable:</b> From 3 years to less than 4 years = <b>1.75 points</b>.  <b>Poor:</b> From 2 years to less than 3 years = <b>1 points</b>.  <b>Non-responsive:</b> Less than 2 years = <b>0 points</b>.</p>	2.5
	<p><b>6. Environmental Management Practitioner:</b>  <b>Excellent:</b> More than 5 years = <b>2.5points</b>.  <b>Good:</b> From 4 years to less than 5 years = <b>2.25 points</b>.  <b>Acceptable:</b> From 3 years to less than 4 years = <b>1.75 points</b>.  <b>Poor:</b> From 2 years to less than 3 years = <b>1 points</b>.  <b>Non-responsive:</b> Less than 2 years = <b>0 points</b>.</p>	2.5

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

**CURRICULUM VITAE TEMPLATE (Page 1 of 3)**

Proposed role in the project	
------------------------------	--

1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registration	

6. Education

Institution (date from – Date to)	Diploma(s) or Degree (s) obtained

7. Post Diploma/ Graduate Experience

Company/Organisation	(Date from – Date to)	Years of Employment	Position

8. Key Experience Relevant to Project


9. Knowledge of issues pertinent to project


**CURRICULUM VITAE TEMPLATE (Page 2 of 3)**

**10. RSWMP Projects**

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

**CURRICULUM VITAE TEMPLATE (Page 3 of 3)**

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

I, ..... hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder ..... and make myself available for this project.

Signature:.....

Date: .....

Commissioner of Oath Stamp

**NB! (The declaration must be signed by the individual himself/herself only and not any other person)**

**T2.2.16 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE  
TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE**

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium, or association) in the execution of projects within the provision of Macro Planning, Project Planning, Project Management, and Infrastructure Asset Management services, etc. in the municipal sphere over the past ten years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.

## Schedule T2.2.16: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF A ROADS AND STORMWATER MASTER PLANS (RSWMP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand))	Date Service Commenced	Date Service Ended

## EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF A ROADS AND STORMWATER MASTER PLANS (RSWMP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand))	Date Service Commenced	Date Service Ended

**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF A ROADS AND STORMWATER MASTER PLANS (RSWMP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.**

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand))	Date Service Commenced	Date Service Ended

**Tender No. RFP015/2026:  
Development of Roads and Stormwater Master Plans (RSWMP) in support of  
Polokwane and Emakhazeni Local Municipalities.**

**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF A ROADS AND STORMWATER MASTER PLANS (RSWMP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.**

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand))	Date Service Commenced	Date Service Ended

Please, note that failure to submit Reference Letter (on the Client Letterhead) of the completed previous work will automatically result to the experience not recognised. The reference should be addressed to one of the bidding organisation(s). With respect to subcontracted References, note that subcontracted professional services will need to be confirmed by the Client or Implementing Agent of the project.

### Reference Letter Template 1

The Reference Letter document must be completed in full by the referee and included in the tender submission. A separate form must be completed for each reference required in the evaluation of the tender's experience and therefore failure to adhere to this requirement will result in such tender not considered in this section. Note that Tenderers are required to fulfil this requirement separately for each category they wish to be considered.

The following evaluation criteria will be used for Experience / Track Record of the Tendering Entity

<b>EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE</b>		30
Tenderer's completed Roads and Stormwater Master Plans within municipalities in South Africa.	<b>Excellent:</b> 10 macro- plans and above = 30 points <b>Good:</b> 9 macro- plans = 27 points <b>Acceptable:</b> 7 - 8 macro-plans = 21 points <b>Poor:</b> 2 - 6 macro-plans = 10 points <b>Non-responsive:</b> 1 and 0 macro- plans = 0 points	30

## **LETTER OF REFERENCE**

*[To be provided by each Employer cited in SCHEDULE T2.2.16]*

### **TO WHOM IT MAY CONCERN**

This letter serves to confirm that the Tenderer.....  
successfully provided the professional services described below and cited in SCHEDULE  
T2.2.16:

***Description of Professional Services Provided by the Tenderer in Development of a  
Roads and Stormwater Master Plans:***

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

I, the undersigned, duly authorised to do so on behalf of the Employer providing this  
reference, confirm that the content of this schedule is to the best of my belief both true and  
correct.

Signed:		Date:	
Name:		Position:	
Contact details:			

STAMP OF EMPLOYER  
PROVIDING THE REFERENCE

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

**T2.2.17      QUALITY ASSURANCE SYSTEM**

The Lead Tenderer's policies relating to quality management shall be evaluated in relation to the indicative scope of work and the required services thereof.

The Lead Tenderer providing the required infrastructure planning, project preparation, project implementation and associated project support services in a JV, Consortium or Association, should submit a copy of their quality management policy to this schedule.

The key components that must be included in the quality management system

- **Quality Objectives:** Clearly defined goals that the organization aims to achieve.
- **Responsibilities:** Designation of roles and responsibilities for quality management within the organization.
- **Resources:** Identification of the resources required to implement the quality plan effectively.
- **Performance Indicators:** Metrics to measure the success of the quality plan and its alignment with organizational goals.

**Tenderers should attach to this schedule a copy of the Lead Tenderer's Quality Management Policy and proof of achieving SANS 9000 / ISO 9001 certification, or alternatively.**

The following evaluation criteria will be used for quality management system of the Tendering Entity

QUALITY MANAGEMENT SYSTEM OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE		10
Lead Tenderer is SANS 9000/ISO 9001 certified with proof of certification.	<b>Excellent:</b> 10 points	10
Lead Tenderer is not SANS 9000/ISO 9001 certified. Tenderer's quality management policy is comprehensive and is highly likely to result in quality work.	<b>Good:</b> 9 points	9
Lead Tenderer is not SANS 9000 / ISO 9001 certified. Tenderer's quality management policy covers the QMS key components and is likely to result in quality work.	<b>Acceptable:</b> 7 points	7
Lead Tenderer is not SANS 9000/ISO 9001 certification. Tenderer's quality management policy does not cover any of the QMS key components and is likely to result in poor work.	<b>Poor:</b> 3 points	3
No response. Tenderer failed to provide the required information.	<b>Non-responsive:</b> 0 points	0

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

**T2.2.18 SKILLS TRANSFER**

The Skills and knowledge Transfer approach must respond to the proposed Scope of Work and outline the proposed approach/ methodology and should include the following:

**Capacitation for the Concerned Municipal Employees to be able to understand, update and implement the plan.** This will explain the tenderer's understanding of the initiative's objectives. It will highlight the processes/ resources in place and provisions that will be made available to achieve this objective.

The scoring of the Skills Transfer approach paper will be as follows (maximum **10 points**)

Level of Response	Transfer of Skills/ Knowledge	Score in Points
<b>Excellent</b>	In addition to meeting the Employer's requirements on skills transfer, the Tenderer has sufficiently demonstrated that they have prior experience and ability on skills and knowledge transfer	10
<b>Good</b>	The Skills and Knowledge proposal was specifically tailored for the project and the Employer's objectives as described in the scope of work	9
<b>Acceptable</b>	The Skills and Knowledge proposal does not address all the project's objectives, but it somehow aligns with the scope of works.	7
<b>Poor</b>	The skills and knowledge proposals are non-specific, and it does not relate to project's objectives.	3
<b>No Response</b>	No Skills and Knowledge Transfer submission made	0

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

**COVER PAGE TO FINANCIAL PROPOSAL**

**FINANCIAL PROPOSAL  
[TO BE PUT IN A SEPARATE ENVELOPE]**

<b>NAME OF TENDERER</b>	
<b>SIGNATURE OF TENDERER (Duly Authorized)</b>	
<b>CLOSING DATE AND TIME OF SUBMISSION</b>	23:55hrs on Monday 09 March 2026
<b>PLACE OF SUBMISSION</b>	Via DBSA's OneDrive Link

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## **Part C1: Agreements and Contract Data**

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**Pages**

<b>C1.1 Form of Offer and Acceptance (Polokwane LM) .....</b>	<b>65</b>
<b>C1.2 Form of Offer and Acceptance (Emakhazeni LM) .....</b>	<b>69</b>
<b>C1.3 Contract Data .....</b>	<b>73</b>
<b>C1.4 Occupational Health and Safety Agreement .....</b>	<b>80</b>

**C1.1 FORM OF OFFER AND ACCEPTANCE – POLOKWANE LM**

**C1.1.1 Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP015/2026: Roads and Stormwater Master Plan (RSWMP) – Polokwane Local Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

{Rand} ..... (in words);  
 {R} ..... (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

**For the tenderer**

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness .....

Date .....

## **C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)**

### **C1.1.2 Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Name .....

Capacity .....

**for the  
Employer** **Development Bank of Southern Africa Limited, 1258 Lever Road, Headway Hill,  
Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....

## Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Tenderer .....

Address of Tenderer .....

.....

Name of witness .....

Signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness .....

Signature of witness ..... Date .....

## C1.2 FORM OF OFFER AND ACCEPTANCE – EMAKHAZENI LM

### C1.2.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP015/2026: Water Roads and Stormwater Master Plan (RSWMP) – Emakhazeni Local Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

{Rand} ..... *ONLY TO BE  
COMPLETED AT  
ACCEPTANCE STAGE* (in words);

{R} ..... (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

### For the tenderer

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness .....

Date .....

## **C1.2 FORM OF OFFER AND ACCEPTANCE (Continued)**

### **C1.2.2 Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Name .....

Capacity .....

**for the  
Employer** **Development Bank of Southern Africa Limited, 1258 Lever Road, Headway Hill,  
Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....

## Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

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4 Subject .....

Details .....

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.....

5 Subject .....

Details .....

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.....

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Tenderer .....

Address of Tenderer .....

.....

Name of witness .....

Signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness .....

Signature of witness ..... Date .....

## C1.3 CONTRACT DATA

### Part 1: Contract Data provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### Clause 1:

*Add the following to the definition of Employer:*

The **Employer** is the Development Bank of Southern Africa Limited

*The definition of Project:*

The project is the **development of a Roads and Stormwater Master Plan (RSWMP) in support of Polokwane and Emakhazeni Local Municipalities.**

*Add the following to the definition of Period of Performance:*

The period of performance is

- **Development of Water Services Master Plan - Twelve (12) months commencing from the Start Date (Nine months for practical completion).**
- **Project Registration with Municipal Infrastructure Grant - Eighteen (15) months commencing from the start date.**

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

*Add the following to the definition of **Start Date**:*

The Start Date is the date when the tenderer/Service Provider is introduced to the Municipality.

**Clause 3.4 and Clause 4.3.2:**

*Add the following:*

The authorized and designated representative of the Employer is: **Mr. Mpho Mokwele: Development Bank of Southern Africa (DBSA)**

The address for receipt of communications is:

Telephone: (011)3133911.....  
 Facsimile: (011)206 3609.....  
 E-mail: MphoM2@dbsa.org.....  
 Postal Address: P. O. Box 1234, Halfway House 1685  
 .....  
 Physical Address: 1258 Lever Road, .....  
 Headway Hill, Midrand.....  
 Gauteng Province.....  
 .....

**Clause 3.5:**

*Add the following:*

The location for the performance of the Project will be Polokwane and Emakhazeni Local Municipality Offices, Municipal jurisdiction, and Offices of the Tenderer.

**Clause 3.9.3**

*Add the following:*

The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data.

**Clause 3.12.1**

*Add the following:*

The weekly penalty is 2.5% of the Contract Price up to a maximum amount of 20% of the Contract Price shall apply.

**Clause 3.15.1:**

*Add the following:*

The programme shall be submitted within 14 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service provider's appointment and the contents thereof.

**Clause 3.16.2:**

*Add the following:*

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

**Clause 4.7**

*Add the following:*

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and based on payment.

Insert:

4.7.1 Payment to the Service Provider shall be upon the completion of the following:

- a) The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- b) Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the beneficiary Municipality on the project.
- c) Sign off by the beneficiary Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- d) Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

4.7.2 Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event that the Service Provider is unable to pay for services rendered by other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider.

**Clause 5.4.1:**

*Add the following:*

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than submitted offer in respect of each claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than R10 000 000 (R10 million) for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

And shall provide proof of insurance with its tender and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.

**Clause 5.5:**

*Add the following:*

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

**Clause 7.2:**

Add the following:

The Service Provider is required to provide personnel to effectively address the scope of work in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule located in contract data Part C1.2.

**Clause 8.1:**

*Add the following:*

The Service Provider is to commence the performance of the Services on the date that the service provider is introduced at the municipality.

**Clause 8.4.1:**

*Add the following:*

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

**Clause 8.4.3(c):**

*Add the following:*

The period of suspension under Clause 8.5 is not to exceed 2 months.

**Clause 8.4.4:**

*Add the following:*

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

**Clause 9.1:**

*Add the following:*

Copyright of documents prepared for the project, and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer

**Clause 9.3:**

This clause is to be deleted.

**Clause 11.1:**

*Add the following:*

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not sub contract more than 30% of the value of the professional fees relating to the full scope of service.

**The Service Provider may be requested to procure additional specialist consultants, and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.**

**Clause 12.1.2:**

*Add the following:*

Interim settlement of disputes is to be by **mediation**.

**Clause 12.2.1:**

*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Association of Mediators.

**Clause 12.2.4:**

*Add the following:*

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

**Clause 14.2**

*Add the following:*

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

*Add the following new Clause after Clause 14.4:*

**Clause 14.5: Tax Invoices**

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**Clause 15:**

*Add the following:*

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

### **C1.3 CONTRACT DATA [Continued]**

#### **Part 2: Data provided by the Service Provider**

**C1.5.1 The Service Provider is:** \_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**C1.5.2 The authorized and designated representative of the Service Provider is:**

Name: \_\_\_\_\_

The address for receipt of communication is:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**C1.5.3 The Service Provider's Key Persons / Experts** and their jobs /functions in relation to the Services are:

NAME OF KEY PERSON / KEY EXPERT	POSITION IN SERVICE PROVIDER'S TEAM	SPECIFIC DUTIES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

**C1.5.4 The Service Provider's Personnel Schedule** is as outlined in the Table below (*Additional copies of this table can be used if necessary*):

---

**SIGNED ON BEHALF OF TENDERER**

---

**DATE**

**C1.4**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT  
BETWEEN EMPLOYER AND A PROFESSIONAL SERVICE PROVIDERS**

Person responsible for this contract:

.....

Contract Number:

.....

**WRITTEN AGREEMENT BETWEEN**

**DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**

.....  
**EMPLOYER**

**AND**

**Professional Service Providers (hereinafter referred to as “the Mandatory”)**

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT, NO 85 OF 1993, AS AMENDED.

I ..... (name) representing .....  
**(Company) (Mandatory)** do hereby acknowledge that .....  
**(Mandatory name)** is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I agree to ensure that all work will be performed, or machinery and plant used in accordance with the provisions of the said Act. I further agree to comply with all other relevant Acts while providing a service to the **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED** (Employer).

I acknowledge having received the necessary induction/training regarding the rules and regulations of **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED** (Employer) I will ensure that all Contractors and Sub-contractors are properly informed and adhere to all the rules and regulations and relevant legislation while on the premises. I will liaise with the person responsible, should I, for whatever reason, not be able to complete the task/project or perform in the terms of this agreement.

My company is registered and in good standing with the compensation fund or with a licensed

compensation insurer as contemplated in the Compensation for Occupational and Diseases Act, 1993 (Act No. 130 of 1993). My registration number is.....

We/I also agree that; the **Professional Service Providers**, by their signatures hereto, do unreservedly and irrevocably indemnify **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED** (Employer) and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- any death, injury or incident to the PSP consortium and/or PSP sub-consultant, Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- any damage caused to property of the PSP, Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises; and
- any claims resulting from non-compliance with legislation.

### **Reporting**

The Mandatory and/or his designated person, appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act"), shall report to the Risk Control Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

### **Warranty of compliance**

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of any of his employees while they are on the Employer's premises.

### **Mandatory an employer**

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises.

In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

### **Appointments and training**

The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions that are pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users of any materials or operators of any machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons, and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

### **Supervision, discipline, and reporting**

The Mandatory shall ensure that all work performed on the Employer's premises is done under strict supervision and that no unsafe or unhealthy work-practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee, with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

### **Access to the OHS Act**

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees. However, the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

### **Cooperation**

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information when the Employer or his representative inquiries into occupational health and safety issues

concerning the Mandatory. It is hereby recorded that the Employer and his representative shall always be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery, or equipment

### **Work procedures**

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with, and adhere to, such safe work practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

### **Health and safety meetings**

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.

### **Compensation registration**

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

### **Medical examinations**

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

### **Incident reporting and investigation**

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such an incident.

### **Sub-contractors**

The Mandatory shall notify the Employer of any sub-contractor he may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

1. The Mandatory shall ensure that training, as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
2. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline.
3. The Mandatory shall inform the Employer of any Health and Safety hazard and/or issue that the subcontractor may have brought to his attention.
4. The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

### **Security and access**

The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees always observe the security rules of the Employer and shall not permit any person who is not directly associated with the work to enter the premises.

The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

The Mandatory shall ensure that all materials, machinery, or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery, or equipment to be removed from the premises.

### **Fire precautions and facilities**

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

### **Hygiene and cleanliness**

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

### **No nuisance**

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance, or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

### **Intoxication not allowed**

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

### **Personal protective equipment**

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

### **Plant, machinery and equipment**

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are always of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

### **No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery, or equipment of the Employer's unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

### **Transport**

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall always adhere to the speed limits and road signs on the premises.

In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are always complied with.

### **Clarification**

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Control Manager of the Employer.

### **Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory

and/or while any of the Mandatory's workmen are present on the Employer's premises.

### **Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

<b>Confirmation and Acceptance</b>	<b>Initials</b>
I _____ confirm that I have read and understood the appointment as set out above.	
I _____ confirm that I have read and understood the appendices and confirm my intention to comply with all the legal requirements.	
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.	
I _____ confirm that I have received training in the assigned responsibilities and duties required of me.	

THUS, AGREED TO AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, in the presence of the undersigned witness:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of ..... (Professional Service Provider)**

THUS, AGREED TO AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, in the presence of the undersigned witness:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer)**

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## **Part C2: Pricing Data**

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## **C2.1 PRICING ASSUMPTIONS**

### **GENERAL ASSUMPTIONS**

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for normal services as contained in the Government Gazette.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them: The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts.

<b>WORD</b>	<b>MEANING</b>
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fee, and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert automatically to the recommended prevailing time-based fees contained in the various gazettes and notices of the relevant respective professional bodies.

8. The tendered professional fee or rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.
9. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
10. Items for printing/copying shall be for specified contract documents, reports, manuals, and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified, or requested by the Employer, and all drafts shall be for the Service Provider's account.
11. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. **The prices tendered in Schedule C2.2.12 should be based on a vehicle with 2500cc engine capacity**
12. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums, or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract. The scope of work has been divided into two parts namely Part 1 and Part 2 respectively. It should be noted that DBSA reserves the rights to omit Part 2 of the Scope of Work when making appointment, in which case, the PSP will be appointed for Part 1 only based on the municipality's readiness and/or DBSA budget availability.
13. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the Public Works Fee Scale. The fees shall be calculated as per the Public Works Fee Scale reduced by any applicable discounts.**
14. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. For the time-based fees of key professionals in schedule C2.2.1, Tenderers are to attach a breakdown of the total proposed fee per deliverable to that page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
15. **Operational Expenses (Accommodation):** These expenses are not applicable to this contract.
16. **Operational Expenses (Subsistence Expenses):** These expenses (e.g. for meals) are not applicable to this contract.

17. **Operational Expenses (Printing /Copying Expenses):** These expenses are not applicable to this contract.
18. **Combination and fixing of travelling, printing, binding, and copying:** These expenses are not applicable to this contract.
19. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (part C1.5), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
20. **Fixed Price Contract:** This assignment will be based on a lump sum (fixed price) contract in ZAR Rands. Bidders are required to price total contract price using the table in the next page:

**C2.2 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS / EXPERTS**

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY PROFESSIONAL (Excl. VAT) (RAND/HR)
1	Project Manager and Team Leader: Civil Engineering	1			
2	Civil Engineer: Roads and Stormwater Services Planning, Management and Operations	1			
3	Development Planner (Municipal Spatial Planning)	1			
4	Financial Analyst / Infrastructure Investment Analyst	1			
5	Geo-Information Science (GISc) Expert	1			
6	Environmental Management Practitioner	1			
<b>TOTAL</b>		<b>6</b>			

## C2.3 (A) PRICING DATA – DEVELOPMENT OF A ROADS AND STORMWATER MASTER PLAN (RSWMP) FOR POLOKWANE LM

The detailed description of the scope of work or key deliverable are outlined in section C3.1.4 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work is **Twelve (12) months, and Three (3) months for council adoption.**

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF A PROJECT STEERING COMMITTEE: (PSC) IN THE MUNICIPALITY	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO)	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY “AS-BUILT” DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized As-Built” Data to both AutoCAD, Pdf and GIS Formats. All “As-built” data to be linked to GIS.	N/A	N/A	R350, 000.00
3	FUTURE ROADS AND STORMWATER DEMAND ASSESSMENT	Approved Report			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			

5	<b>PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)</b>	Approved Report			
6	<b>FUNDING AND IMPLEMENTATION ARRANGEMENTS</b>	Approved Report			
7	<b>RISK MANAGEMENT</b>	Approved Report			
8	<b>REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED PROJECTS WITH MIG</b>	MIG Notice of Registration (NOR)			
9	<b>PREPARATION OF THREE (3) PROJECTS TO DETAILED DESIGNS.</b>	Approved Reports			
10	<b>WORKSHOP A DRAFT RSWMP TO PSC AND RELEVANT STAKEHOLDERS AND/OR DEPARTMENTS WITHIN THE MUNICIPALITY</b>	Decision Record			
11	<b>ROADS AND STORMWATER MASTER PLAN (RSWMP) WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES</b>	Approved Report:			
12	<b>SUPPORT FOR THE ADOPTION OF THE ROADS AND STORMWATER MASTER PLAN BY THE MUNICIPAL COUNCIL</b>	Council Resolution on adoption of RSWMP  Letter of confirmation of project completion to DBSA			

13	<b>PROJECT CLOSE-OUT REPORT</b>	Approved Report			
<b>TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF POLOKWANE LM TO BE CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.5</b>					

**C2.4 (A) PRICING DATA – DEVELOPMENT OF A ROADS AND STORMWATER MASTER PLAN (RSWMP) FOR EMAKHAZENI LM**

The detailed description of the scope of work or key deliverable are outlined in section C3.1.4 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work is **Twelve (12) months, and Three (3) months for council adoption.**

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	<b>STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF A PROJECT STEERING COMMITTEE: (PSC) IN THE MUNICIPALITY</b>	Approved PIP and PIR			
2(A)	<b>EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO)</b>	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	<b>PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY “AS-BUILT” DATA TO BOTH AUTOCAD AND PDF FORMATS</b>	Digitized As-Built” Data to both AutoCAD, Pdf and GIS Formats. All “As-built” data to be linked to GIS.	N/A	N/A	R350, 000.00
3	<b>FUTURE ROADS AND STORMWATER DEMAND ASSESSMENT</b>	Approved Report			
4	<b>INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS</b>	Approved Report			

5	<b>PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)</b>	Approved Report			
6	<b>FUNDING AND IMPLEMENTATION ARRANGEMENTS</b>	Approved Report			
7	<b>RISK MANAGEMENT</b>	Approved Report			
8	<b>REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED PROJECTS WITH MIG</b>	MIG Notice of Registration (NOR)			
9	<b>PREPARATION OF THREE (3) PROJECTS TO DETAILED DESIGNS.</b>	Approved Reports			
10	<b>WORKSHOP A DRAFT RSWMP TO PSC AND RELEVANT STAKEHOLDERS AND/OR DEPARTMENTS WITHIN THE MUNICIPALITY</b>	Decision Record			
11	<b>ROADS AND STORMWATER MASTER PLAN (RSWMP) WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES</b>	Approved Report:			
12	<b>SUPPORT FOR THE ADOPTION OF THE ROADS AND STORMWATER MASTER PLAN BY THE MUNICIPAL COUNCIL</b>	Council Resolution on adoption of RSWMP  Letter of confirmation of project completion to DBSA			

13	<b>PROJECT CLOSE-OUT REPORT</b>	Approved Report			
	<b>TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF EMAKHAZENI LM TO BE CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.6</b>				

C2.5 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF A ROADS AND  
 STORMWATER MASTER PLAN (RSWMP) OF POLOKWANE LOCAL MUNICIPALITY.

## C2.5: POLKWANE LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK – TOTAL PROPOSED FEES AND OPERATION COSTS (EXCL. VAT)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.4 [PART A]	ROADS AND STORMWATER MASTER PLAN (RSWMP)	
Sub-Total of Pricing for Proposed Fees and Operational Costs for development of the RSWMP (Excl. VAT)		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT OF THE RSWMP (Incl. VAT)		
<b>TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE</b>		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP012/2026: Development of the Roads and Stormwater Master Plan (RSWMP) of Polokwane Local Municipality**.

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:** .....

C2.6 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF A ROADS AND  
 STORMWATER MASTER PLAN (RSWMP) OF EMAKHAZENI LOCAL MUNICIPALITY.

## C2.6: EMAKHAZENI LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK – TOTAL PROPOSED FEES AND OPERATION COSTS (EXCL. VAT)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.4 [PART A]	ROADS AND STORMWATER MASTER PLAN (RSWMP)	
<b>Sub-Total of Pricing for Proposed Fees and Operational Costs for development of the RSWMP (Excl. VAT)</b>		
<b>VAT @ 15%</b>		
<b>TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT OF THE RSWMP (Incl. VAT)</b>		
<b>TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE</b>		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP012/2026: Development of the Roads and Stormwater Master Plan (RSWMP) of Emakhazeni Local Municipality**.

SIGNED ON BEHALF OF TENDERER: ..... Date:.....

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## **Part C3: Scope of Work**

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## **C3.1 Scope of Work**

- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPALITIES BACKGROUND**
- C3.1.3 PROJECT OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT DELIVERABLE**
- C3.1.6 IMPLEMENTATION TIME FRAME**
- C3.1.7 REPORTING**
- C3.1.8 ACCOUNTABILITY**
- C3.1.9 PROJECT STEERING COMMITTEE**
- C3.1.10 CONTACT PERSON**

### **C.3.1.1 INTRODUCTION**

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, and electricity infrastructure backlogs in South Africa through the implementation of the Infrastructure Conditional Grant (e.g. Municipal Infrastructure Grant, the Integrated National Electrification Programme, etc.) in various municipalities.

The successful implementation of the projects funded by conditional infrastructure grants (e.g. MIG, WSIG and INEP) is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

- a) Outcome 6: An efficient, competitive, and responsive economic infrastructure network.
- b) Outcome 8: Sustainable human settlements and an improved quality of household life.
- c) Outcome 9: A responsive, accountable, effective, and efficient local government.

In cognizance of the above role of DBSA, Polokwane and Emakhazeni Local Municipalities requested support from DBSA with the development various Infrastructure Master Plan. The plan will assist the municipalities to align the identification, prioritization, and implementation of the projects towards the achievement of the National Government Outcomes.

### C.3.1.2 MUNICIPAL BACKGROUND

The Government's Medium Term Strategic Framework (MTSF) has prioritized the implementation of programmes to create economic and social infrastructure at an increased pace and scale throughout the country especially at the municipal level. In this context, municipal infrastructure development programmes to provide basic services has been prioritized through various programmes such as various grant funding mechanisms such as Municipal Infrastructure Grant (MIG), Integrated National Electrification Programme (INEP), Regional Bulk Infrastructure Grant (RBIG), etc.

#### 3.1.2.1 Polokwane Local Municipality (PLM)

The Polokwane Local Municipality is a Category B municipality located within the Capricorn District in the Limpopo Province. It is one of four municipalities in the district, making up just under a quarter of its geographical area. It is a city with more than a century of phenomenal growth and prosperity. Polokwane Municipality accounts for 3% of the total surface area of Limpopo, however, over 10% of the population of Limpopo resides within its boundaries. The municipality serves as the economic hub of Limpopo and has the highest population density in the Capricorn District. It shares its name with the city of Polokwane (previously Pietersburg). In February 2002, the city was renamed Polokwane – a northern Sesotho word that means 'place of safety'. Per StatsSA 2016 data, the CDM has a population of 797 127 and **239 116 households** in its area.

PLM has powers and functions for the provision of roads and storm water services. The municipality does not have long-term infrastructure plans for roads and stormwater which it needs to be able to identify, align and prioritize projects in a credible Integrated Development Plan (IDP), which needs to be able to identify, align and prioritize projects in a credible Integrated Development Plan (IDP).

#### 3.1.2.2 Emakhazeni Local Municipality (ELM)

The Emakhazeni Local Municipality is a Category B municipality situated within the Nkangala District in the heart of the Mpumalanga Province. It is bordered by City of Mbombela in the east and Steve Tshwete in the west. It is the largest of the six municipalities in the district, making up almost a third of its geographical area.

The Trout Triangle area is situated on the highest part of the Steenkampsberg Plateau at approximately 2 072m above sea level, with the Dullstroom station being the highest point in Mpumalanga. The Suikerboschkop koppies are situated in the west of the area.

ELM has powers and functions for the provision of roads and storm water services. The municipality does not have the long-term infrastructure plans for roads and stormwater which it needs to be able to identify, align and prioritize projects in a credible Integrated Development Plan (IDP).

### **C.3.1.3 PROJECT OBJECTIVES**

The main goal of appointing the Professional Service Providers is, to provide appropriate technical resources for the development of a RSWMP in support of Polokwane and Emakhazeni Local Municipalities. The successful development of these plans will enable the municipalities to unlock the development potential of the municipalities, achieve a cost effective, integrated, and sustainable infrastructure development. In addition, the various infrastructure master plans will provide a clear business model providing strategically focused actions for implementing the key infrastructure initiatives budgeted for in the IDP, while addressing both financial, inherent risks, institutional requirements, and sustainability.

The primary objectives of the project are to:

- Compile an Asset Registers and Valuations of the local municipality's infrastructure master plans.
- Develop the municipality's infrastructure asset management plan.
- Assist the municipalities to identify, prioritize and create a pipeline of projects for funding and preparation through various funding sources.
- Integrate climate vulnerability assessments, biodiversity considerations, and ecological infrastructure dependencies into the development of all masterplans.
- Incorporate nature-based solutions (e.g., wetland rehabilitation, catchment restoration, and green stormwater infrastructure) alongside conventional engineering interventions where possible.
- Ensure that masterplans include funding models that address ecological infrastructure, climate resilience, and gender integration to enhance project bankability.
- Position municipal pipeline for engagement with DBSA and development partners by demonstrating environmental and climate co-benefits to meet concessional and grant eligibility criteria.

The development of these plans will assist the municipality to improve service delivery and the eradication of road infrastructure backlogs. Furthermore, the plan will assist to institute a holistic and integrated infrastructure planning and implementation delivery approach within its area of jurisdiction. It will also point and direct the municipalities' investments that will improve economic development and hence improve municipal revenues in the long run. With the plans in place, third party funding (e.g. from local business) will be catalysed to implement the projects identified in the master plans.

### **C.3.1.4 SCOPE OF WORK**

#### **C.3.1.4.1 General**

The professional services required for the development of the RSWMP is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives, which will be followed by a Business Plan that details the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects. In particular:

- The various infrastructure master plans must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands, and capacity.
- It will include a funding model and a programme for the implementation of all the projects identified and prioritized.

- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose timelines regarding when such infrastructure will be required.
- The assessments will address the primary and secondary networks, and the primary and secondary equipment needed to deliver a reliable, safe, and affordable service to all existing and future consumers within the area.
- The service provider is required to make recommendations in the infrastructure master plan aimed at assisting the municipality with acquiring land, registering servitudes, undertaking an Environmental Impact Assessment (EIA) and with the development of detailed designs for construction of the identified priority projects over the short, medium, and long term.
- The various infrastructure master plan reports should contain the narrative (text) supplemented by graphs, charts, maps, GIS, etc.

#### **C.3.1.4.2 Stakeholder Consultations**

Where required and/or as directed by the Client, liaise, and consult with the following stakeholders for purposes of information and data collection and collation of the projects, affirmation and/or computation of Scope of Work, present & projected populations, conditions precedent, current and future design work capacities, and all requisites' output/outcomes:

- The Development Bank of Southern Africa (DBSA), the Client / Employer
- Polokwane Local Municipality
- Emakhazeni Local Municipality
- Department of Water and Sanitation (National and Provincial)
- Department of Human Settlement
- Department of Cooperative Governance and Traditional Affairs (National and Provincial)
- Provincial Government
- Municipal Infrastructure Support Agency (MISA)

The successful PSP is to ensure that they fully engage the stakeholders to ensure that any information that will assist on the development of the various infrastructure master plans are made available. It is the duty of the PSP to escalate any lack of co-operation to the DBSA so that bottle necks are unblocked well in time.

#### **C.3.1.4.3. Scope of Work**

The Professional Service Provider (PSP) required for the development of the RSWMP is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives, which will be followed by a Business Plan that details the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects. This process must explicitly incorporate environmental safeguards, climate vulnerability assessments, and biodiversity considerations to ensure that identified projects are resilient, sustainable, and eligible for concessional and climate finance. In particular:

- The various infrastructure master plans must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands, and capacity with additional attention to environmental dependencies (e.g., wetlands, catchments, forestry areas) and climate risks affecting infrastructure services.
- It will include a funding model and a programme for the implementation of all the projects identified and prioritized and the funding model must demonstrate pathways to access concessional and grant finance by incorporating environmental, climate resilience, and social inclusion criteria.

- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose timelines regarding when such infrastructure will be required including testing the resilience of existing and new infrastructure under different climate change scenarios.
- The assessments will address the primary and secondary networks, and the primary and secondary equipment needed to deliver a reliable, safe, and affordable service to all existing and future consumers within the area and must integrate options for nature-based solutions where feasible (e.g., green stormwater systems, ecosystem-based catchment management) alongside conventional engineering interventions.
- The service provider is required to make recommendations in the infrastructure master plan aimed at assisting the municipality with acquiring land, registering servitudes, undertaking an Environmental Impact Assessment (EIA) and with the development of detailed designs for construction of the identified priority projects over the short, medium, and long term and ensure that EIA and design processes integrate climate resilience and ESG safeguards to strengthen project bankability and compliance with DBSA financing standards.
- The various infrastructure master plan reports should contain the narrative (text) supplemented by graphs, charts, maps, GIS, etc with geospatial overlays of ecological infrastructure, climate risk zones, and social vulnerability indicators to support prioritisation and financing decisions.

The key deliverables expected from the development of the WSMP, WSDP, MPNRW, RSWMP, EMP and MPNRE are summarised in the tables below. In addition to the technical planning outputs, the deliverables must incorporate:

- Climate resilience considerations – each plan must test infrastructure viability under future climate scenarios (e.g., rainfall variability, droughts, floods).
- Ecological infrastructure integration – plans must assess dependencies on wetlands, catchments, forests, and other natural systems, and propose restoration/rehabilitation where relevant.
- Nature-based solutions (NBS) – prioritisation of NBS options (e.g., wetland rehabilitation for water storage, green stormwater systems) alongside conventional engineering interventions.
- Finance readiness – each plan must include funding models that meet eligibility requirements for concessional and climate finance windows, including ESG safeguards, gender integration, and demonstration of co-benefits (e.g., carbon mitigation, water security, social inclusion).

The PSP will be required to prepare the RSWMP by covering all tasks and sub-deliverables as detailed in the Framework outlined below.

*Table 1: Summary of Key Deliverables of the Project Scope*

PROJECT SCOPE	KEY DELIVERABLES	DESCRIPTION
Development of a Roads and Stormwater Master Plan (RSWMP)	Roads and Stormwater Master Plan (RSWMP)	<p>A RSWMP, addressing the Roads and Stormwater Distributor Statutory Requirements and both National Treasury and Auditor Generals' findings and recommendations</p> <p>This is a long-term master plan (over at least 20 years' time horizon) for the Roads infrastructure, incorporating climate vulnerability assessments (e.g., flood risks, storm surges), green stormwater management approaches, and nature-based drainage solutions to strengthen resilience and financing eligibility.</p>

## **SCOPE OF WORK (SOW)**

## **ROADS AND STORMWATER MASTER PLAN (RSWMP)**

### **INDICATIVE SCOPE OF WORK FOR THE DEVELOPMENT OF ROADS AND STORM WATER MASTER PLAN (RSWMP) IN DBSA-SUPPORTED MUNICIPALITIES**

#### **(MINIMUM REQUIREMENTS)**

##### **1. INTRODUCTION**

The purpose of the **Roads and storm Water Master Plan** is to compile an implementation strategy, with goals and objectives, which will be followed by a Business Plan detailing the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects.

- The Master Plan must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands, and capacity.
- It will include a funding model and a programme for the implementation of all the projects identified and prioritized.
- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose timelines regarding when such infrastructure will be required.
- The assessments will address the primary and secondary networks, and the primary and secondary equipment needed to deliver a reliable, safe and affordable service to all existing and future consumers within the area.
- The service provider is required to make recommendations in the Master Plan aimed at assisting the municipality with acquiring land, registering servitudes, undertaking an Environmental Impact Assessment (EIA) and with the development of detailed designs for construction of the identified priority projects over the short, medium, and long term.
- The Master Plan report should contain the narrative (text) supplemented by graphs, charts, maps, GIS, etc.
- For clarity, the respective roads and storm water master plans should be presented (shown) separately in separate documents.

*The RSWMP must also demonstrate alignment with international best practice in sustainable infrastructure planning, integrating climate resilience, nature-based stormwater management, and environmental and social safeguards (e.g. IFC Performance Standards, World Bank Environmental and Social Framework, OECD Guidelines). It should highlight opportunities for*

*green and blended finance by identifying interventions that deliver measurable co-benefits, such as flood mitigation, reduced heat-island effects, and improved community accessibility.*

## **2. SUMMARIZED FRAMEWORK FOR ROADS AND STROM WATER MASTER PLAN**

### **2.1 Executive Summary**

### **2.2 Stakeholder Engagement and Establishment of the Project Steering Committee (PSC)**

*The process of developing the master plan will involve officials, political representatives, organized local business and the communities from grass roots level, and applicable spheres of government. Therefore, as part of the scope of work, the appointed professional services provider must make provision for an inclusive participation process involving all the parties mentioned. The technical process will rely on the participation of relevant officials and political representatives from the municipalities, provincial and national government regarding technical inputs and the decision-making process. Stakeholder engagement should be inclusive and representative, integrating gender-sensitive approaches and engaging affected communities, local environmental groups, and disaster risk management stakeholders. Engagement must also include awareness on climate adaptation, environmental risk mitigation, and social inclusion, ensuring that planning outcomes address both physical infrastructure needs and community resilience.*

### **2.3 Existing Situation Assessment (Understanding the Status Quo)**

- a) Acquisition and collation of plans of existing roads and storm water systems** and the topographic details of the immediate and surrounding areas.  
The existing situation assessment will include site visits to critical roads and storm water infrastructure networks to validate existing information.
- b) Determination of existing flood lines.**  
Map historical and projected flood-prone areas using recent climate data and hydrological models to account for future rainfall intensity and stormwater loading. Identify climate vulnerability hotspots and critical drainage catchments for priority investment.
- c) Identification of the sector plans, programmes, projects, and initiatives** in all spheres of government that will affect the development and viability of the roads and transportation service under consideration. This should include climate adaptation and mitigation strategies, disaster risk reduction plans, and relevant

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environmental or biodiversity management frameworks to ensure integrated planning.

d) **Evaluation and analysis of the visions, sector strategies, sector plans and targets** outlined in various source documents which will be made available to the appointed Service Provider by the municipality, or which the service provider can source by itself. Purpose is to ensure alignment and integration. Analysis should identify opportunities for co-financing and alignment with sustainable infrastructure frameworks and the National Climate Change Adaptation Strategy.

*The sector strategies and plans which are to be considered (including all existing master plans), are for water and sanitation, Roads and transport, Storm water, Electricity and Energy, Solid waste, Municipal amenities, Integrated housing (human settlements). Other municipal planning and strategy documents include but are not limited to Environmental strategies and plans, Local Economic Development strategies and plans, social services strategies and plans, Urban Renewal Strategy. Typical national documentation to be consulted will include the National Spatial Development Framework, the National Growth and Development Strategy, and the National Economic Development Framework.*

*It is essential that the above plans are read in conjunction with the Integrated Development Plan (IDP) and the Spatial Development Framework (SDF) to ensure that they support the growth direction proposed for the municipality or highlight areas that need to be reconsidered in terms of the SDF. Proposals should also be formulated so that they align with applicable national and provincial programmes, projects, and initiatives.*

e) **Identification of new and proposed developments** (at Municipal, District, Provincial, and National levels) and their impact regarding the currently existing and future required roads and storm water infrastructure. The PSP should also evaluate how new developments will affect surface permeability, runoff, and climate risk exposure, identifying where nature-based drainage or permeable surface solutions may be appropriate.

f) **Establishment of the current demand:**

- i. Carry out traffic counts to determine the existing road loading conditions.
- ii. Determine the capacity of the storm water network.

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Assessment should incorporate peak rainfall projections and climate scenarios to determine the system's future load bearing and drainage capacity under extreme weather events.

g) **Preparation or updating of the Asset Register and GIS** and determine conditions, remaining useful life, efficiency levels, reliability, and carrying capacity. Specifically determine road network conditions, capacity and the need for OM and refurbishment, and update the pavement management system (PMS) and the building management system (BMS) where relevant.

Condition assessments must also capture environmental dependencies and vulnerabilities — e.g., erosion-prone road shoulders, inadequate drainage near sensitive ecosystems, or infrastructure exposed to landslides or flooding — and propose sustainable materials and green engineering alternatives where feasible.

h) **Preparation or updating of the respective roads and storm water Infrastructure Asset Management Plans.**

Asset management plans should integrate environmental risk registers, climate resilience indicators, and lifecycle cost models reflecting total cost of ownership, including environmental and social externalities.

i) **Assessment and definition of socio-economic status quo** i.e. consumer and user profiles and affordability. Include an equity assessment identifying vulnerable user groups (e.g., low-income households, informal settlements) disproportionately affected by poor stormwater management or inadequate road access.

j) **Assessment and establishment of levels of service.**

Assess and establish current and target levels of service (LoS) for both roads and stormwater systems. The assessment should define measurable indicators such as accessibility, mobility, road condition, drainage efficiency, and flood protection standards.

**The LoS framework should:**

- Benchmark existing service levels against national guidelines (e.g. DWS norms and standards, SANRAL or COTO design manuals) and relevant international good practice for municipal infrastructure.

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- Incorporate climate resilience parameters (e.g. capacity to withstand 1:50 or 1:100-year storm events), safety, and inclusivity measures to ensure that vulnerable communities have equitable access and protection.
- Identify priority service gaps and set achievable performance targets for short-, medium-, and long-term improvement.
- Align LoS definitions with available municipal budget, maintenance capacity, and human resources, ensuring realistic implementation and monitoring.
- Establish a simple, maintainable monitoring framework (e.g. GIS-based dashboard or annual condition survey) for ongoing evaluation.

k) **Assessment and determination of existing roads and storm water infrastructure backlogs.** The backlog assessment should also estimate adaptation deficits - areas where existing drainage, roads, or culverts are below climate-resilient standards -and propose a prioritisation matrix linking backlog elimination to resilience, safety, and socio-economic outcomes.

## 2.4 Future Demand Assessment

**Determination of future demand** - by considering population growth patterns, spatial development, land use and the levels of service required within the framework of existing legislation, policy and environmental constraints. This includes the identification of new developments and assessment of their implications for road and stormwater infrastructure.

- a) **Determination of the anticipated load growth, transportation models,** including intermodal models, and the need to upgrade or expand the network. Models should incorporate climate adaptation variables, asset condition data, and maintenance backlogs to support integrated transport planning.
- b) **Determination of the anticipated load growth, and all factors required to determine the capacity for new storm water system, the necessity for upgrades to existing systems, determination of new flood lines, retention pond sittings, etc.** Stormwater planning should integrate Sustainable Urban Drainage Systems (SuDS), flood resilience, and catchment-based management approaches, using current hydrological and climate data.
- c) **Determination of any network changes that could increase capacity,**

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including geometric and structural changes. Alternative low-impact design and green infrastructure approaches should be evaluated where feasible to reduce runoff and improve recharge.

- d) **Compilation of a traffic forecast model** which can be updated on a continuous basis as patterns changes or new areas are developed.
- e) **Compilation of a flow forecast model** which can be updated on a continuous basis as storm water inflow and the runoff patterns changes. Both models (traffic and flow) should be compatible with GIS-based platforms and updated at least every five years to reflect population growth, climate scenarios, and infrastructure upgrades.
- f) **Considerations for the use of alternative technologies and materials** to achieve cost reductions, ease of operations and maintenance or protection of the environment.
- g) **An analysis (at local level) of the regional demand for the roads and storm water infrastructure** should also be studied to determine whether partnerships can be negotiated to share in the formulation of proposals for major developments which could be handled more cost-effectively or efficiently on a regional basis, such as through routes, etc. This analysis should also assess inter-municipal dependencies on shared drainage basins and transportation corridors, ensuring that regional planning integrates disaster risk reduction, climate resilience, and ecosystem protection measures.

## 2.5 Institutional Arrangements and Required Authorizations

- a) **Review of existing institutional arrangements and formulation of proposals** to develop systems and procedures and to build capacity as required to operate and maintain the roads and storm water infrastructure. The review should also assess institutional coordination mechanisms between municipal engineering, environmental, and planning units, and identify any capacity or resource constraints affecting sustainable maintenance and climate-resilient infrastructure delivery.
- b) **Assessment, determination, and recommendations on institutional arrangements** for provision of through routes, etc. in the municipal area. This should include evaluation of inter-jurisdictional coordination

requirements, such as with provincial departments or adjacent municipalities, were routes or drainage systems cross boundaries.

- c) Provide recommendations to facilitate:
  - i. Provision of land and servitudes for roads infrastructure.
  - ii. Wayleave applications from/to national, provincial, authorities and agencies where applicable.
  - iii. Environmental Impact Assessments where required.
  - iv. Integration of ESG and climate-resilience considerations into permitting and project design processes, ensuring compliance with international best practice on sustainable infrastructure and social safeguards.

## 2.6 Project Prioritization and Cost Estimates

- a) **Determination of capacity increases to be achieved through refurbishment, upgrades and demand management and the cost estimates** (Capital and Operational) **thereof**. The assessment should include climate adaptation requirements and the expected reduction in maintenance costs and emissions using low-carbon and resilient design standards.
- b) **Determination of the extensions and new infrastructure required to address backlogs and the cost estimates** (Capital and Operational) thereof. Costing should integrate ecosystem-based solutions where feasible (e.g., green drainage systems or permeable surfaces), ensuring that nature-based measures are costed alongside conventional grey infrastructure.
- c) **Determination of priorities and the phasing of projects and programmes for:**
  - i. Short term development (One-Year Projects and Budget Plan)
  - ii. Medium term development (Three to Five Year Capital and Operational Plan)
  - iii. Long term development (20 Years and above Capital and Operational Plan)

Phasing should reflect socio-economic impact, environmental risk exposure, and the potential for job creation under a just transition framework.
- d) **Formulation of a project prioritization model addressing short-, medium- and long-term strategic plans.**

<b>The Tender</b>	<b>Tender No. RFP015/2026:</b> <b>Development of Roads and Stormwater Master Plans (RSWMP) in support of Polokwane and Emakhazeni Local Municipalities.</b>
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**The model should include sustainability screening criteria and climate-risk sensitivity analysis to ensure resilience-based prioritisation.**

- e) **Long-, medium- and short-term plans covering expansion, operations and maintenance, costings, possible funding sources, land, servitudes, and staffing requirements.**

Plans should also identify opportunities for circular economy approaches in materials reuse, energy efficiency in construction and maintenance, and local labour sourcing.

## 2.7 Funding and Implementation Arrangements

Identification, assessment, and recommendations on:

- i. Sources of funding, including tariff structuring, levies, investment, or payment models to raise sufficient funds for development. Assessment should also consider alignment with sustainable finance mechanisms, including green, social, or sustainability-linked bonds, and blended finance models where appropriate.
- ii. Methods of delivery, including community participation, traditional service provider models and public-private or public-public partnerships where appropriate. Delivery methods should promote inclusive participation, with specific emphasis on local enterprise development and gender-responsive employment opportunities.
- iii. Critical material, equipment, skills, and labour requirements to be sourced in other regions or internationally as a potential input to supply chain management. Supply chain assessments should also evaluate ESG performance of suppliers to ensure compliance with international labour and environmental standards.

## 2.8 Risk Management

Conduct risk analysis to identify critical assets, the impact of their failure, the level of exposure to risk, and to determine alternative services, sources or mitigation measures. The risk assessment must include environmental, social, and climate-related risks -such as flooding, erosion, extreme weather, and community safety impacts -using internationally recognised risk assessment frameworks. Risk mitigation should be prioritised based on vulnerability, cost-effectiveness, and contribution to long-term resilience.

## ANNEXURES, MAPS, CHARTS, ETC.

**Project Closure: The appointed professional services provider is expected to:**

- a) Workshop the draft Master Plans with the Municipality and Incorporate Comments. Workshops should also include technical, environmental, and community service units to ensure operational, climate resilience, and social inclusion considerations are incorporated before finalisation.
- b) Prepare and facilitate the update of the Roads and Stormwater section in the master plan. Updates must include GIS-based mapping of flood risk areas, drainage patterns, and climate vulnerability overlays to strengthen evidence-based planning.
- c) Facilitate adoption of the Master Plan by the Council of the Municipality. Adoption documentation should confirm that climate adaptation, disaster risk management, and ESG compliance have been integrated into the plan.
- d) Support the municipality with the development of the confirmation of the projects (new) in the IDP. This should ensure that projects align with both fiscal constraints and sustainability financing opportunities such as green infrastructure grants or climate adaptation funds.
- e) Support the municipality with the development of the confirmation of the projects unlocked (new) projects in the IDP using DBSA prescribed format. The PSP should also compile a brief closure note summarising the integration of cross-sectoral data (roads, stormwater, energy, and land use) and lessons learned to inform future infrastructure planning cycles.

### **C.3.1.5 PROJECT DELIVERABLES**

#### **C.3.1.5.1 Project Implementation Plan**

Within two weeks after the appointment, the successful Professional Service Provider will be required to provide an Implementation Plan for the duration of the project. The Implementation Plan among others will include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total contract period. A schedule of submission of each part of the scope of work must also be included in the plan.

Furthermore, the Professional Service Provider will be required to provide the progress and final payments schedule that will be aligned to the implementation plan deliverables / milestones.

#### **C.3.1.5.2 Monthly Progress Reports**

The successful Professional Service Provider will be required to provide regular progress report in accordance with the timeframe as stipulated in Table 4 below. Progress Report must give a summary of the following information:

- i. Amount of time spent by each team project member on a specific task.
- ii. Total amount of time and cost to date.
- iii. Time cost since the previous report.
- iv. Percentage of work completed per specific task and the overall percentage completion.
- v. Other information that will be determined by either PSC or Service Provider.
- vi. Risks and mitigations and
- vii. Lessons learnt.

#### **C.3.1.5.3 Development of the RSWMP and INEP/MIG Registration**

The successful Service Provider will be required to develop and submit to the DBSA, Polokwane and Emakhazeni LMs copies of the completed Reports in accordance with the scope of work.

The final reports are to be submitted as follows:

- i. Three original printed/hard copies and one (editable & non-editable) full electronic copies saved on External Hard Drive (external hard drive) submitted to DBSA.
- ii. Three original printed/hard copies and one (editable & non-editable) full electronic copies saved on External Hard Drive (External hard drive) submitted to the Respective Municipalities.

### **C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**

#### **C3.1.6.1 Implementation Time Frames**

The DBSA anticipates this project to be completed and approved within Fifteen (15) months from the start date, with the practical completion achieved in within Twelve (12) months and the last Three (3) months to be used to get Council Resolution. The PSP will provide necessary resources required for the execution and successful completion of the scope of work within that period.

#### **C3.1.6.2 Underlying Assumptions**

The success of the envisaged services to be provided depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipalities regarding the support being provided

- b) The Sector Departments – Provincial and National COGTA, National Treasury, etc. provides full and sustained facilitation and assistance to the infrastructure planning and project implementation support provision.
- c) There is ongoing and sustained involvement and cooperation of all stakeholders including the local communities.
- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee.

#### **C3.1.6.3 Risks and Risk Mitigation**

The PSP is responsible to identify relevant risks to the project and is expected to factor these risks into the Pricing Schedule and to take steps to mitigate these risks during providing the technical support. These risks may include:

- a) Limited information for the development of various infrastructure master plan.
- b) Lack of infrastructure data and information from the Municipality and other stakeholders.
- c) Insufficient stakeholder involvement.
- d) Protracted delays by the municipalities and other stakeholders in providing available information.
- e) Unclear information and parameters from relevant stakeholders.

#### **C.3.1.7 REPORTING**

The PSP will report directly to the Project Leader/Manager of the DBSA and during the preparation of various infrastructure master plans, the progress and final reports will be submitted to Project Leader/Manager and the municipality via the Project Steering Committee (PSC). All interim progress reports will be presented and discussed in the PSC between the Service Provider, stakeholders and role-players in the manner shown on Table 4 below:

**Table 4:** Schedule of Report Submissions and Meetings

<b>No</b>	<b>Description</b>	<b>Time frame</b>	<b>Stakeholder/Role-player</b>
1.	An initial Project Briefing between the appointed Service Provider, Municipality & DBSA	One week after appointment	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
2.	Project Implementation Master Plans	One week after appointment	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
3.	Draft Infrastructure Master Plans (for comment)	Two months prior to completion	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
4	Progress Reports	On a monthly basis	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
5	Final Infrastructure Master Plans	One month prior to completion	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
6	Completion of Close Out Reports	End of contract completion date	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)

#### **C.3.1.8 ACCOUNTABILITY**

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and DBSA – Project Manager. The PSP will report to the PSC in accordance with meeting schedule as provided in Table 4 and any others that the Service

Provider will deem necessary for the execution of the project. The DBSA will be responsible and accountable for the day-to-day activities of the Service Provider appointed and issue written instruction on behalf of the PSC.

### **C.3.1.9 PROJECT STEERING COMMITTEE**

Project Steering Committee (PSC) to be established to provide governance to the Project, promote effective cooperation between the parties, secure the involvement of key stakeholders, and to provide a forum for monitoring progress. The Terms of reference to be developed and adopted at the first sitting of the committee.

#### **C.3.1.9.1 Functions of the PSC**

This is to provide oversight for the operational issues associated with the provision of infrastructure planning support to under-resourced municipalities. The PSC is responsible for monitoring projects budget, progress, benefits realized and monitoring risks, quality, and timeliness of delivery. The PSC's scope in terms of its functions is further elaborated below.

#### **C.3.1.9.2 Role of the PSC**

These include the following: -

- a) To provide oversight on the implementation of the Programme, the associated projects, and on the achievement of outcomes.
- b) Develop a framework for the joint identification by the Parties of priority municipalities to be provided with infrastructure planning support.
- c) Ensure the scope of the Programme and projects aligns with the requirements of the stakeholder groups.
- d) Provide guidance on the operational issues of the Programme and projects.
- e) Provide oversight over the expenditure incurred and outputs achieved in order to meet stakeholder expectations.
- f) Address any issue that has major implications for the Programme and projects.
- g) Monitor Programme scope and manage Programme scope changes.
- h) Reconcile differences in opinion and approach, and resolve disputes arising from them.
- i) Make recommendation to the stakeholders for decision making.
- j) Approval of the payment Milestone
- k) Monitor compliance to legislation and statutory regulations in projects implementation.
- l) Monitor and evaluate Programme implementation and progress (both physical and financial).
- m) Provide guidance in addressing challenges and bottlenecks as they arise
- n) Oversee projects closure

#### **C.3.1.9.3 Minutes & related documents**

All proceedings and resolutions adopted at a particular meeting shall be recorded as Minutes. These Minutes shall be signed by the Chair. The PSP shall provide secretariat support, by assisting in the recording, compiling, and distributing Minutes and other related documents.

#### C.3.1.9.4 Frequency of Meetings

The Project Steering Committee shall meet every month and shall be held virtually and at the municipal offices when required.

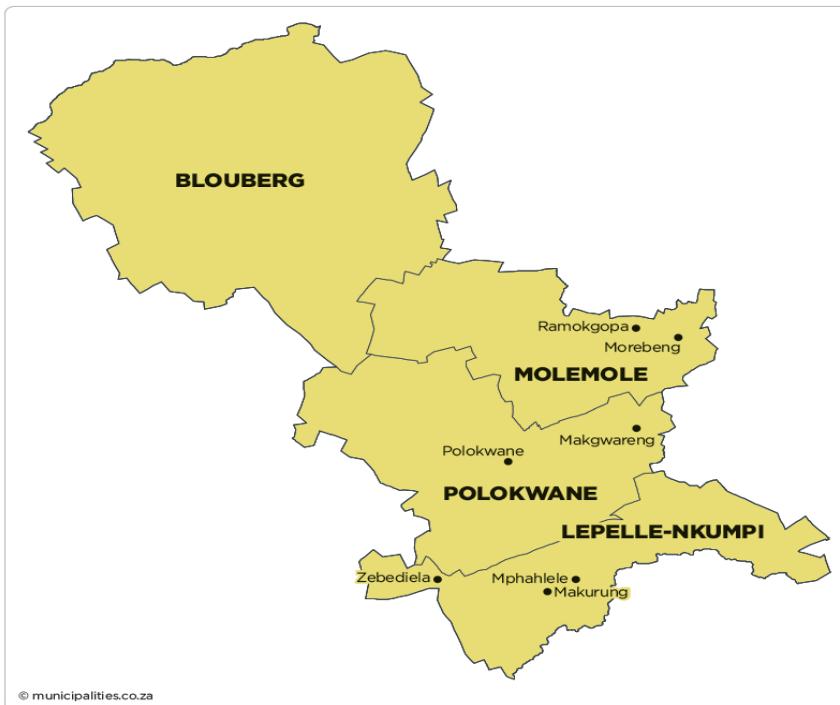
#### C.3.1.10 CONTACT PERSON

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to [scmqueries@dbsa.org](mailto:scmqueries@dbsa.org) and the tender reference number is to be quoted.

### C4.1 Site Information

The indicative location of the Project Site is shown in the figure below:

#### C4.1.1 POLOKWANE LOCAL MUNICIPALITY



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#### C4.1.2 EMAKHAZENI LOCAL MUNICIPALITY

