REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	**RFP132/2026**
COMPULSORY BRIEFING SESSION DETAILS:	**Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.** **Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.** **Compulsory Briefing Session Link - RFP132.2026** **Link: 14 August 2026 @14H00 PM (Johannesburg time)**
CLOSING DATE:	**26 August 2026**
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	The tender offer validity period is **120 calendar days** from the closing time for submission of Tenders. Tenderers non-acceptance of subsequent validity extensions will result in tenderers exclusion from process, whilst the process will continue to conclude
DESCRIPTION OF BID:	**APPOINTMENT OF A SERVICE PROVIDER FOR PURPOSES OF UNDERTAKING A COMPREHENSIVE BANKABLE FEASIBILITY STUDY FOR THE REQUIRED BULK AND RETICULATION INFRASTRUCTURE (WATER, SANITATION, ELECTRICITY, WASTE MANAGEMENT, ROADS AND STORMWATER), FOR THE NKUNA CITY SMART TOWN AND ADJACENT VILLAGES.**
BID DOCUMENTS ELECTRONIC SUBMISSION:	**1. ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** ➢ Bidders are required to submit written requests for clarification via e-mail to **vusiscm@dbsa.org** **ONLY,** quoting the RFP Number

	on the subject of the e-mail. This must be done three (3) working days before submission day. ➢ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➢ Written requests for clarification will be considered up to and including **21 August 2026 16:30** Johannesburg time. Requests received after this date may not be attended to. ➢ Any requests after the stipulated date and time may be disregarded. **NB: Electronic submission is encouraged for all bidders interested in this tender** **Closing date of this 26/08/2026 is before 23:55.** **No physical bids will be received or accepted at the DBSA offices**
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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PART A
INVITATION TO BID

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

BID NUMBER: **RFP132/2026**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR PURPOSES OF UNDERTAKING A COMPREHENSIVE BANKABLE FEASIBILITY STUDY FOR THE REQUIRED BULK AND RETICULATION INFRASTRUCTURE (WATER, SANITATION, ELECTRICITY, WASTE MANAGEMENT, ROADS AND STORMWATER), FOR THE NKUNA CITY SMART TOWN AND ADJACENT VILLAGES**

COMPULSORY BRIEFING: **14 August 2026** - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK:

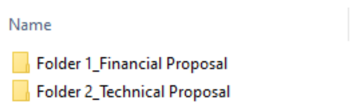
Time: 14H00 PM Johannesburg time **(Microsoft Teams)**

Compulsory Briefing Session Link - RFP132.2026

Closing time for the OneDrive Link submissions - 23h55 on the 26 August 2026 (Telkom Time)

CLOSING DATE: 26 August 2026

CLOSING TIME: 23H55



a) It remains the bidder’s responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.

b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.

c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.

d) It is therefore the responsibility of the bidder to request for a link to participate.

e) The DBSA assumes no responsibility if a Bidder’s designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

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

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED). BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? **[TICK APPLICABLE BOX]**	**YES**		**NO**	

1..1.1 ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]
1..1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES/WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
1..1.3 SIGNATURE OF BIDDER	
1..1.4 DATE	
1..1.5 FULL NAME OF AUTHORISED REPRESENTATIVE	
1..1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

2. TAX COMPLIANCE REQUIREMENTS

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

2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART C

CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

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

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

YES	NO	
☐	☐	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
☐	☐	**Part A:** Invitation to Bid
☐	☐	**Part B:** Terms and Conditions of Bidding
☐	☐	**Part C:** Checklist of Compulsory Returnable Schedules and Documents
☐	☐	**Part D:** Conditions of Tendering and Undertakings by Bidders
☐	☐	**Part E:** Specifications/Terms of Reference and Project Brief
☐	☐	**Annexure A:** Price Proposal Requirement
☐	☐	**Annexure B:** SBD4 Declaration of Interest
☐	☐	**Annexure C:** SBD6.1 and B-BBEE status level certificate
☐	☐	**Annexure F:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	**Annexure G:** Certified copies of latest share certificates, in case of a company.
☐	☐	**Annexure H: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.

☐ ☐ **Annexure I:** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

☐ ☐ **Annexure J:** General Condition of Contract

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

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

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

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

1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations,2022.

1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.

1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.

1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.

1.7 **Companies Act** means the Companies Act, 2008.

1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.

1.9 **Closing Time** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.

1.10 **DBSA** means the Development Bank of Southern Africa Limited.

1.11 **DFI** means Development Finance Institution.

1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).

1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.

1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

1.15 **PFMA** means the Public Finance Management Act, 1999.

1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 26.3 of this Part C.

1.19 **Price and Preferential Points Assessment** means the process described in clause 26.5 of this Part C, as prescribed by the PPPFA.

1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.

1.22 **SARS** means the South African Revenue Service.

1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.24 **SLA** means Service Level Agreement.

1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.

1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.

1.27 **State** means the Republic of South Africa.

1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.30 **Website** means a website administered by DBSA under its name with web address **www.dbsa.org**

2. INTERPRETATIONS

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

2.1 "includes" or "including" means includes or including without limitation; and

2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: **vusiscm@dbsa.org**

No questions will be answered telephonically

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **14th August 2026 -** Tender briefing will be done online via Microsoft teams.

Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.

Compulsory Briefing Session Link - RFP132.2026

Link: 14 August 2026 @14H00 PM (Johannesburg time) Time: 14H00 PM Johannesburg time **(Microsoft Teams)**

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

Link Request DATE By:	**21 August 2026**
Link Request TIME By:	16H30

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.

5.4.2 the Tendering Process; and

5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to vusiscm@dbsa.org

11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

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

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (**tenders@dbsa.org**)

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved;

15.2.2 how the subject of the complaint affects the organisation or person making the complaint;

15.2.3 any relevant background information; and

15.2.4 the outcome desired by the person or organisation making the complaint.

15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

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

18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

18.1.3 ensuring that their Bids are accurate and complete;

18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 submitting all Compulsory Documents.

18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

22.2.1 the Bidder is not engaged to perform under any contract; or

22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

23.1.1 as required by law;

23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 **First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission	**Pre-Qualifier**	Y
2	Attendance of the compulsory briefing session	**Pre-Qualifier**	Y

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

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

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

26.1.2 **Second Stage – Functional evaluation criteria**

26.1.1 Only those Bidders that meet the minimum threshold of **75%** for functional evaluation criteria during the Second Stage will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional evaluation criteria (Second Stage) as set out in this RFP. Only those Bidders that meet the minimum threshold of **75%** for functional evaluation criteria will proceed to the Third Stage.

26.1.2 **Third Stage – price**

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

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

26.2 **NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below**

26.3 **<u>First Stage: Pre-Qualifying Criteria</u>**

Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further. Please refer to the table above

Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above

26.4 **<u>Second : Functional Evaluation Criteria</u>**

Step 1: Eligibility Criteria – to determine compliance with the mandatory administrative and statutory requirements.

Step 2: Functionality Criteria – to assess the bidder's technical capability and capacity to deliver the required services.

Step 3: Price – assess the reasonableness of the price offered, seek clarification and negotiation where possible.

Step 4: Preference – to evaluate the final financial proposal in line with the 80/20 preference-point systems. Where 80 represents price and 20 represents BBBEE points.

Step 5: Objective criteria & Risk Analysis: To assess employer's appetite to risks and other consideration.

STEP 1: ELIGIBILITY CRITERIA

- All communications and deliverables should be in English. Any documents provided in other languages are the responsibility of the bidder to be able to be utilized.
- Bidders must submit their pricing proposals in **A SEPARATE FOLDER** clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.
- An attendance of a compulsory briefing session which will be conducted **Virtually (MS Teams)** will be considered. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.
- Bidders are advised that all information and documentation submitted as part of this tender process will be relied upon in the evaluation and decision-making process. No additional or missing documents will be requested or accepted at this stage.
- The submission of a Technical Expert for the project: Table 3 below provides a summary of the requirements of the Technical Expert.
- Regarding the list of completed projects to be submitted by the Technical Experts, as specified under Sub-Criterion 1.3 in Table 3 below, bidders are strongly advised to provide a number of projects exceeding the stated minimum requirement. This is to mitigate the risk of any project being excluded due to incomplete information or documentation.
- Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in Appendix A as a guideline to ensure that all required information is submitted in a clear and consistent format. Copies of academic qualifications, professional registration and other relevant information must be submitted together with the CV.
- Failure to adhere to above conditions, submit complete and compliant information with the initial bid submission will render the bid non-responsive

Table 3: Eligibility Criteria

Expert	**CRITERIA**	**Yes/No**
1.Civil Engineering Expert	A minimum degree (NQF Level 7) qualification in Civil Engineering or equivalent AND copy of registration as Professional Engineer or Professional Engineering Technologist (Pr. Eng or Pr Eng Tech.). .	
2.Electrical Engineering Technical Expert	A minimum degree (NQF Level 7) qualification in Electrical Engineering or equivalent AND copy of registration as Professional Engineer or Professional Engineering Technologist (Pr. Eng or Pr Eng Tech.). .	
3.Financial Modeller	Postgraduate degree (NQF Level 8) in the relevant academic field (i.e., finance, economics, engineering, actuarial science or business administration, or any numeric degree	

4.Legal Expert	Postgraduate qualification (NQF Level 8) in the relevant legal field inclusive of minimum, LLB.	
5. Town Planner	Degree qualification (NQF Level 7) in the relevant academic field (i.e., town planning or related fields), with Professional registration.	
6.Environmentalist	Degree qualification (NQF Level 7) in Environmental Studies or equivalent qualification.	

Tenderers who do not adhere to eligibility criteria (Table 3), will be disqualified immediately.

STEP 2: FUNCTIONALITY CRITERIA

- Only bidders who meet and pass all eligibility requirements above (Step 1) will proceed to this phase: the functionality evaluation stage. At this step, bidders will be evaluated on their experience in feasibility studies (number and value of contracts), the strength of their proposed resources (years of experience, qualifications, professional registration, number and value of completed projects), and the quality of their proposed methodology and approach.
- **Table 4 below** outlines the evaluation elements that will be used to assess whether a bidder possesses the requisite experience, capacity, and technical capability. Scoring will be based solely on the verifiable supporting documentation submitted.
- Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in **Appendix A** as a guideline to ensure that all required information is submitted in a clear and consistent format. Copies of academic qualifications, professional registration and other relevant information must be submitted together with the CV.
- Bidders must provide reference letters from current and previous clients on client's letterhead and signed. The letters must reflect contract scope, contract duration, contract value.
- Bidders are advised to submit more than the minimum required number of projects to safeguard against delisting of project due to incompleteness.
- To pass the Functionality criteria, a bidder must obtain a minimum score of **75 points out of a total of 100 points**. Bidders who fail to meet the minimum threshold will be deemed non-responsive and will not be considered further.
- Only bidders who meet or exceed the prescribed functionality threshold will have their financial proposals opened and subjected to a comprehensive price and preference evaluation (Step 3 & 4).

Table 4: Functionality Criteria

<table>
<tr><th>#</th><th colspan="4">CRITERIA</th><th>100</th></tr>
<tr><td>1</td><td>BIDDER’S EXPERIENCE</td><td>Sub criteria</td><td>Weight</td><td>Points (Max)</td><td>20</td></tr>
<tr><td rowspan="2">1.1</td><td rowspan="2">Bidder’s experience in executing feasibility study contracts for bulk and reticulation infrastructure (water and sanitation, or electricity or waste management or roads and stormwater).

Only projects in the bulk water and reticulation sec specified above will be considered. Reference lett must be provided as proof.

(Please refer to projects template in Appendix B)</td><td>Number of feasibility studies concluded</td><td>x ≥ 5 projects = 10 Points (greater or equals to 5 projects)
x = 4 projects = 9 Points (equals to 4 projects)
x = 3 projects = 8 Points (equals to 3 projects)
x = 2 projects = 7 Points (equals to 2 projects)
x = 1 projects = 6 Points (equals to 1 project)</td><td>10</td><td rowspan="2">20</td></tr>
<tr><td>Collective value of projects whose feasibility study are qualifying as listed above</td><td>x ≥ 1 billion = 10 Points (greater or equals to R1 billion)
R 800 million < x <R 1 billion = 9 Points (Less than R1 billion but greater than R800 million)

R 600 million < x <R 800 million = 8 Points</td><td>10</td></tr>
</table>

			(Less than R800 million but greater than R600 million) R 300 million < x <R 600 million = 7 Points (Less than R600 million but greater than R300 million) R 100 million < x <R 300 million = 6 Points (Less than R300 million but greater than R100 million)		
2	**EXPERTS / PERSONNEL**				**60**
1	**Civil Technical Expert**				**10**
1.1	Demonstrable experience in the engineering design or construction monitoring of bulk water and reticulation projects A detailed work history which includes the organisation, projects, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (Less than 15 years but greater than 10 years)	4		
		5 years < x < 10 years (Less than 10 years but greater than 5 years)	3		
		0 years < x < 5 years (Less than 5 years	2		

		but greater than 0 years)			
1.2	Demonstrate project experience in engineering design or construction monitoring of bulk water and reticulation projects. NB: Only a list of projects with a project value of over R 100 million each will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greater than 3 projects)	4		
		x = 3 projects (Equals to 3 projects))	3		
		0 projects < x < 3 projects (Less than 3 but greater than 0 Projects)	2		
2	**Electrical Technical Expert**				**10**
2.1	Demonstrable experience in the electrical engineering A detailed work history which includes the organisation, projects, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (Less than 15 but greater than 10 years)	4		
		5 years < x < 10 years (Less than 10 but greater than 5 years)	3		
		0 years < x < 5 years (less than 5 but greater than 0 years)	2		

2.2	Demonstrate project experience in electrical engineering projects. NB: Only a list of projects with a project value of over R 100 million each will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals To 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greater than 3 projects	4		
		x = 3 projects (equals to 3 projects))	3		
		0 projects < x < 3 projects (less than 3 but greater than 0 projects)	2		
3	**Financial Modeller**				**10**
3.1	Experience in financial modelling of infrastructure projects. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (less than 15 but greater than 10 years)	4		
		5 years < x < 10 years (less than 10 but greater than 5 years)	3		
		0 years < x < 5 years (less than 5 but greater than 0 years)	2		
3.2	Projects executed by the financial modeller demonstrating financial modelling experience. **NB: Only a list of projects with a project value of over R 100 million each, that have reached financial close will be considered.**	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects	4		

	(Please refer to projects template in Appendix A)	(less than 5 but greater than 3 projects)			
		x = 3 projects (equals to 3 projects)	3		
		0 projects < x < 3 projects (less than 3 but greater than 0 projects)	2		
4	**Town Planner**				**10**
4.1	Experience in town planning. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (less than 15 but greater than 10 years)	4		
		5 years < x < 10 years (less than 10 years but greater than 5 years)	3		
		0 years < x < 5 years (less than 5 but greater than 0 years)	2		
4.2	Projects demonstrating town planning experience. NB: Only a list of projects with a project value of over R100 million each, will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greater than 3 projects)	4		
		x = 3 projects	3		

		(equals to 3 projects)			
		0 project < x < 3 projects (less than 3 years but greater than 0 projects)	2		
5	**Legal Expert**				**10**
5.1	Experience in undertaking drafting of a development agreement, contract agreements and understanding of municipal legislative frameworks, commercial law. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (less than 15 years but greater than 10 years)	4		
		5 years < x < 10 years (less than 10 but greater than 5 years)	3		
		0 years < x < 5 years (less than 5 but greater than 0 years)	2		
5.2	In addition to the experience, the legal expert must have undertaken transactions/projects demonstrating drafting of a development agreement, finance procurement documents and contract agreements. **NB:** Only a list of projects with a project value of over R100 million each that have reached financial close, will be considered. (Please refer to projects template in Appendix A	x ≥ 5 projects (Greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greater than 3 projects)	4		
		x = 3 projects (equals to 3 projects)	3		

		0 projects < x < 3 projects (less than 3 but greater than 0 projects)	2		
6	**Environmentalist**				**10**
6.1	Relevant experience in the environment management related to infrastructure projects. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (less than 15 but greater than 10 years)	4		
		5 years < x < 10 years (less than 10 but greater than 5 years)	3		
		0 years x < 5 years (less than 5 but greater than 0 years)	2		
6.2	Projects demonstrating relevant experience. NB: Only a list of projects with a project value of over R100 million each, will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greater than 3 projects)	4		
		x = 3 projects (equals to 3 projects)	3		
		0 projects < x < 3 projects	2		

		(less than 3 but greater than 0 projects)			
6	**METHODOLOGY AND APPROACH**				**20**
6.1	A score will be provided for overall impression of the bidder, considering that they have covered all five requirements as listed below: Bidder must submit the methodology and approach that will be followed to achieve the project's objectives. This must include but not limited to: • A proposal outlining the process to be followed to deliver the scope of work for each stage (understanding of the scope of work); • Implementation and management of the project execution. • A detailed plan with timeframes of conducting the required work. • Contract/Service Level Management and • An organogram that shows the key personnel that will be assigned to this project. .	Excellent: Meets all 5 requirements listed and the 5 are well articulated = 20 points	20	20	
		Good: Meets only 4 of 5 requirements and the 4 are well articulated = 15 points	15		
		Fair: Only 3 of 5 requirements and the 3 are well articulated = 10 points	10		
		Poor: Bidder fulfils less than 3 of the requirements = 5 points	5		

26.5 **<u>Fifth Stage: Price</u>**

26.5.1 The Third Stage of evaluation of the Bids will be in respect of price and preference.

27. Risk Analysis and Objective Criteria

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

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the award of the tender to another tenderer.

The objective criteria that the DBSA may apply in this bid process includes:

I. Any bidder that has a cumulative order book totalling 5 Awards with outstanding value, may be excluded from further evaluation.
II. Where a bidder has 5 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
III. Where a bidder has 5 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.
IV. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

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

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

b. **Pending litigation/liquidation/business rescue (distinct from Working Capital)**
DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

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

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

e. **Restricted/Blacklisted**
Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

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

g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to
    a. Financial stability of the bidder based on key ratio analysis ;
    b. Efficiency ;
    c. Profitability ;
    d. Financial Risk;
    e. Liquidity ;
    f. Acid Test ;
    g. Solvency; and
    h. Commercial relationship with a politically exposed and brand risk

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

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

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

30. STATUS OF BID

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

30.2 A Bid must not be conditional on:

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

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

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

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

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

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

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

31. CLARIFICATION OF BIDS

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

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

32. DISCUSSION WITH BIDDERS

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

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

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

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

32.4.1 conduct a site visit, if applicable.

32.4.2 provide references or additional information; and/or

32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

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

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

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

34. NO OBLIGATION TO ENTER INTO CONTRACT

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

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

35. BIDDER WARRANTIES

35.1 By submitting a Bid, a Bidder warrants that:

35.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

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

35.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

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

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

36. DBSA'S RIGHTS

36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

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

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

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

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

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

36.1.6 provide additional information or clarification.

36.1.7 negotiate with any one or more Bidder;

36.1.8 call for new Bid.

36.1.9 reject any Bid received after the Closing Time; or

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

37. GOVERNING LAWS

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

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

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

TERMS OF REFERENCE (TOR)

APPOINTMENT OF A SERVICE PROVIDER FOR PURPOSES OF UNDERTAKING A COMPREHENSIVE BANKABLE FEASIBILITY STUDY FOR THE REQUIRED BULK AND RETICULATION INFRASTRUCTURE (WATER, SANITATION, ELECTRICITY, WASTE MANAGEMENT, ROADS AND STORMWATER), FOR THE NKUNA CITY SMART TOWN AND ADJACENT VILLAGES.

BACKGROUND

The Vhembe District Municipality **("VDM")** and Collins Chabane Local Municipality **("CCLM"),** together with Khulemani Masingita Holdings (Pty) Ltd **["KMH"]** have been engaging with the Infrastructure Fund (**IF**") which has transitioned to The Infrastructure Finance and implementation Support Agency (IFISA) regarding the potential funding/financing of the Nkuna Smart City and Adjacent Villages Bulk Infrastructure Development Project **[the "Project"].** The Project is estimated at **R1.4 billion** and is intended to support social users within the adjacent villages and unlock private developments to a tune of circa **R3 Billion** within the Nkuna Smart City Private Development. This presents a blended finance model where Government and private investment in the bulk infrastructure is expected to double private investment within the Project area.

The VDM area has been generally experiencing water shortages due to various causes. Most big Water and Wastewater Treatment Works are located outside the CCLM. Infrastructure is aged and dilapidated and communities are growing at an average rate of 2%. There is a need for connecting road infrastructure to facilitate access and movement within the area and adjoining villages. The growth in households and population places pressure on electricity supplies and necessitates augmentation of refuse removal facilities.

On the domestic front, a high number of municipal roads are gravel, and their conditions only improve through grading. However, a large percentage of the roads are still unpaved and are not tarred. The municipality is mandated to cover the prevalent potholes at municipal roads. The current situation is that most of tarred roads are deteriorated and have defects, and they need to be repaired.

There is a huge water and sanitation backlog at VDM. Many households do not have access to water; however, challenges of upgrading, resource extension, operation and maintenance as well as refurbishment needs are immense. Infrastructure upgrading, refurbishment and reticulations remain a major challenge. The same is the case with electricity.

About 3321 households are currently receiving refuse removal services once a week, namely Malamulele A, B, C and D. The service is also rendered daily within the CBD and Municipal Nodal points such as Vuwani, Saselemani and Hlanganani area. All proclaimed areas within the municipality are serviced once a week with a backlog of approximately 4 951 households not serviced due to lack of resources and most areas not proclaimed. However, the municipality is continuously running an ongoing formalization and proclamation project of which will eventually lead to extension of refuse removal services to most un-serviced areas.

It is against this background that VDM, CCLM, IFISA and KMH intends to package a funding solution comprised of public and private funding for the implementation of bulk and reticulation infrastructure estimated at R1 billion for the beneficiary of villages within VDM and CCLM and for the planned private developments. This requires a solid business case. Competent service providers are invited to make proposals for the development of a comprehensive bankable feasibility study for the developments (bulk infrastructure and private facilities) estimated R3 billion. Given the vastness of the CCLM, the villages to be covered should be within a 15KM to 20KM radius of the Nkuna City Smart City Development, within the CCLM. The bankable feasibility study must align with the Budget Facility for Infrastructure (BFI) guidelines obtainable from www.nationaltreasury.gov.za.

1. ABOUT VHEMBE DISTRICT MUNICIPALITY ["VDM"]

Vhembe District Municipality was established in 2000 in terms of the Municipal Structures Act. VDM's area of jurisdiction comprises of four Local Municipalities viz: Musina, Makhado, Collins Chabane LM and Thulamela LM with approximately 821 settlements. 89.7 % of the population reside in rural areas and the remaining in population reside in towns. Rural socio-economic development through sustainable infrastructure is at the core of Government priorities.

The vast landscape of VDM covers 21,407 km2 with over 1.1 million residents. The core mandate of VDM is water and sanitation

2. ABOUT COLLINS CHABANE LOCAL MUNICIPALITY [“CCLM”]

The CCLM, within the Vhembe District Municipality of the Limpopo Province, is a local municipality established in terms of Section 12 of the Municipal Structures Act, 1998, (Act 117 of 1998) as amended. The CCLM is located in the north-east part of the Limpopo Province.

The CCLM’s jurisdictional area covers 5 467.216 km2 in extent with a population of approximately 347,974 people.

The powers and functions of the CCLM, in terms of Section 84(1) of the Municipal Structures, 1998 (Act 117 of 1998) and Section 156 of the Constitution of South Africa, 1996 (Act 108 of 1996) include Waste Management, Local Economic Development, Municipal Planning, Public Works, Roads and Stormwater Management, Electricity, Traffic and Parking Law Enforcement.

3. ABOUT THE INFRASTRUCTURE FINANCE AND IMPLEMENTATION SUPPORT AGENCY [“IFISA”]

The Infrastructure Finance and implementation Support Agency (IFISA) was established through a tripartite Memorandum of Agreement (MOA) in January 2026 and became operational on 01 April 2026. IFISA consolidates the Public-Private Partnerships (PPP) and the Capital Projects Appraisal Units of the Government Technical Advisory Centre, the Neighbourhood Development Partnership Programme of the National Treasury and the Infrastructure Fund.

IFISA is a Project Management Office located in the DBSA that has been established as a single structure that will systematically crowd-in private sector participation to augment the limited public sector capacity, capability, and finances. IFISA will prepare a robust and continuous pipeline of investable projects, structure financial arrangements to reduce reliance on fiscal funding and promote alternative funding, financing and delivery mechanisms.

Functions and Objectives of IFISA

a. Undertake infrastructure and investment planning activities to support social inclusion while addressing spatial inequality, economic growth and sustainable development;

b. Prepare a robust, continuous and investable pipeline of infrastructure projects and programmes, integrate the coordination and management of such a pipeline;

c. Facilitate project preparation funding including from donors, development financiers and philanthropic organisations;

d. Structure the financing arrangements to reduce reliance on fiscal funding, promote the use of alternative funding, financing and delivery models to catalyse non-government funding and reduce fiscal exposure in infrastructure development;

e. Strengthen the independent review of proposals before they are channeled to the BFI for consideration by budget authorities;

f. Facilitate the raising of funds for infrastructure Projects and programmes;

g. Enhance technical assistance and transaction advisory support to advance infrastructure projects including through PPP stage approvals, ensure effective procurement support, appropriate risk sharing and unlocking of investments in precincts and key nodes;

h. Improve spending outcomes through effective grant management function, continuous monitoring, timely adjustments, and transparent reporting;

i. Provide policy advisory and analytical services, intergovernmental convening, and support to reforms;

j. Improve information and data management to enhance accessibility, inform decision making and support knowledge management;

k. Provide quality assurance support to National Treasury including independent verifications, monitoring and evaluation, and post assessments;

l. Provide technical capacity to build state capability, incentive behavioural change and improve infrastructure, investment and spending outcomes while promoting efficient asset management; and

m. Enhancing support to sponsors beyond financial structuring and closure to ensure effective procurement, risk sharing and delivery of infrastructure.

For more information on the IFISA, please visit the website: https://www.ifisa.co.za/

4. ABOUT NKUNA CITY SMART TOWN [“Nkuna City”]

Nkuna City is planned to be developed at Nkuzana Village, which falls under the Hlanganani Municipal Development Node within the jurisdiction of Collins Chabane Local Municipality in Vhembe District, Limpopo Province. The extent of the land is 119Ha which is legally owned by KMH. VDM and CCLM are the authorities responsible for bulk infrastructure development within the Project Area.

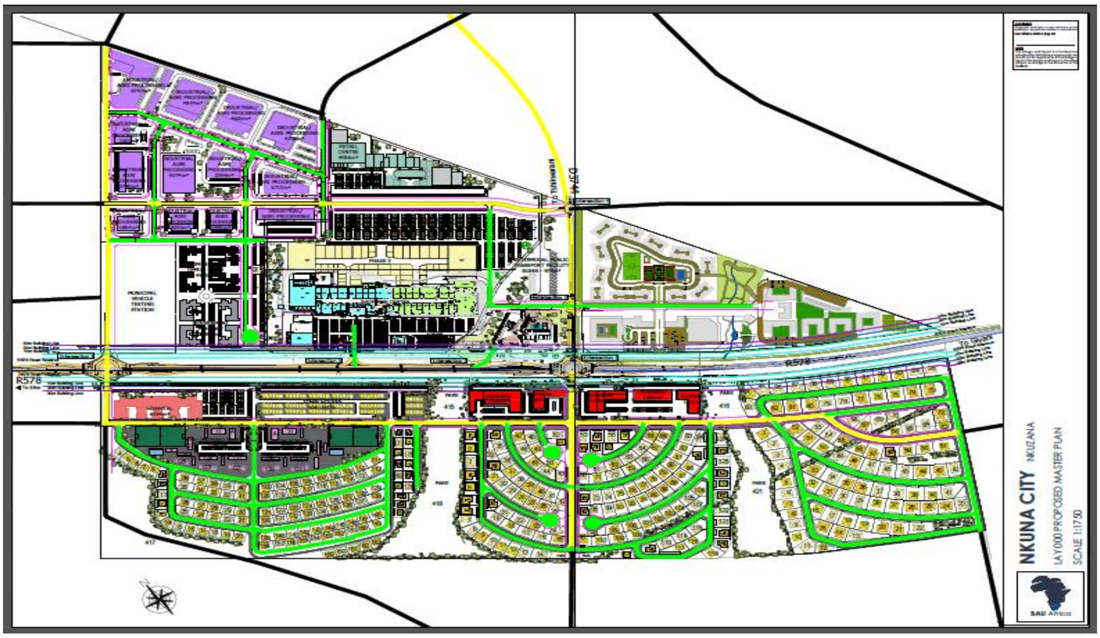
The proposed Nkuna City development site (Nkuzana Village) forms part of the Collins Chabane Municipality and the Vhembe District. The site is located between Giyani (50km) and Elim (30km) and is situated along the R578. To the east of the site is Ka-Majosi and to the west lies the Hlanganani / Bungeni area. Vuwani is 20 km northeast, and Thohoyandou is 40 km north of Nkuna City. The area is characterised by an established mixed market with a large number of settlements mainly along the main road (R578).

Nkuna City is a socio-economic investment with an estimated value of R3 Billion and has the potential to create over 2,000 jobs during construction phase with approximately 3,000 jobs being created during its full operation.

Nkuna City is comprised of massive job creation amenities whose financial investment will have a direct contribution towards the GDP of South Africa, and further thereto, will have a positive impact on the rural and local economic development. Thus far, first one of the shopping centre and a public garage have been developed.

The Municipal Spatial Development Plan classifies Nkuzana as a High Population Concentration Point and therefore a Municipal Priority Nodal Point that requires catalytic developments of socio-economic value. The Master Plan of Nkuna City is depicted in Figure 1 below.

Figure 1: Nkuna City Master Plan



The development of the Nkuna Smart City Private Development is comprised of the following:

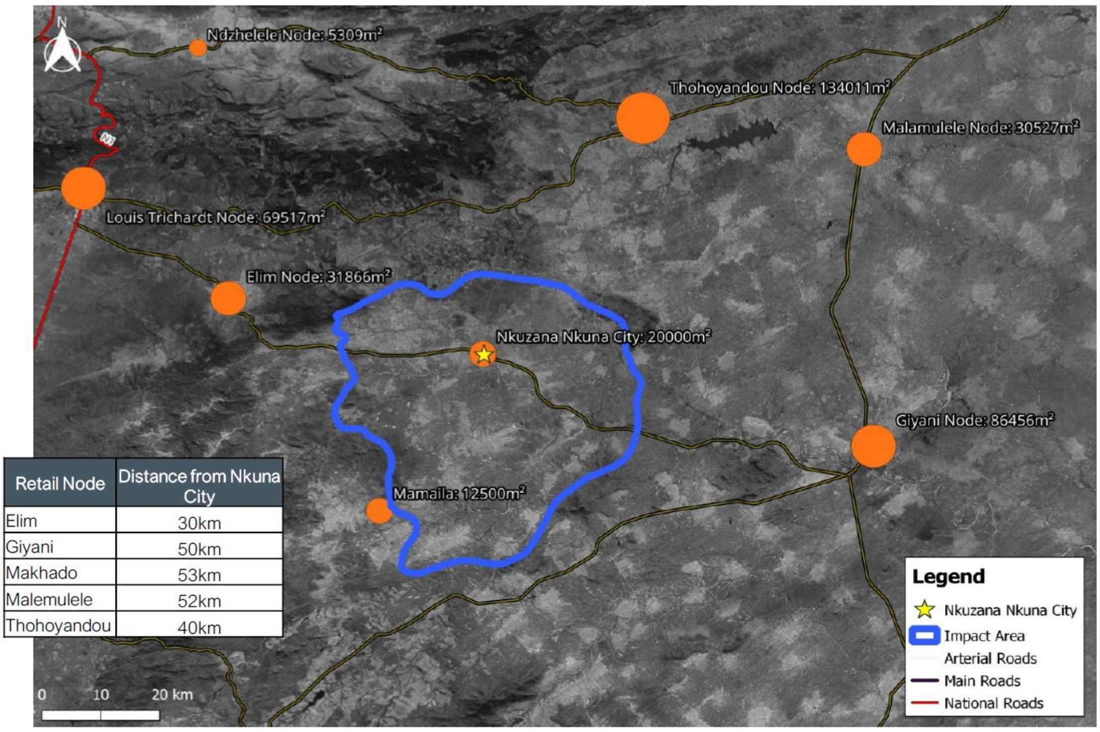
Table 1: Nkuna City Development Phases

Phase	Development	Budget
1	External & Internal Services (Roads, Stormwater, Water, Sewer, Electricity)	R486 million
2	35,000sqm Shopping Centre	R385 million
3	Filling Station	R23 million
4	Hotel	R110 million
5	Industrial	R286 million
6	Public Schools	R40 million
7	Municipal Vehicle Testing Station	R5 million
8	Residential Development Commercial Office Space	R374 million
9	Government Precinct	R50 million
10	Hospital	R183 million
11	Commercial Office Space	R54 million
12	Satellite University Campus	R560 million
12	Recreation Facilities & Public Spaces	R33 million
	TOTAL	**R2,589 billion**

Note: This costing excludes circa R900 million for external bulk infrastructure needs pertaining adjacent villages.

The Nkuna Smart City development addresses local economic growth issues which create economic activity and job creation. It also obviates the need for people to travel longer distances to access retail nodes as depicted in **Figure 2** below. Moreover, the commercial facilities being implemented are non-existent within the Project Area.

Figure 2: Adjacent Retail Nodes



Retail Node	Distance from Nkuna City
Elim	30km
Giyani	50km
Makhado	53km
Malemulele	52km
Thohoyandou	40km

Source: 2023 Nkuna City Market Demand Study

5. PROBLEM STATEMENT

Both VDM and CCLM are generally rural with a low revenue base as most settlements are under state (tribal) land. The municipalities are faced with serious backlog of bulk infrastructure due to limited budget.

In order to increase the revenue base, the municipalities have developed strategies to attract investment in their areas of jurisdiction. These strategies include, but not limited to, the identification of economic nodes which require direct interventions in terms of bulk infrastructure investment and development.

The CCLM has therefore identified four economic development nodes, namely, Malamulele, Vuwani, Hlanganani, and Saselamani that require urgent bulk infrastructure investment and development, thereby improve service delivery, increase revenue collection, enhance local economy and integrate the dispersed spatial pattern of municipality. Nkuna Smart City Development falls under the Hlanganani economic development node.

The MIG that the municipality receives is not adequate to fully unlock the various socio-economic development potential that Nkuna Smart City Development offers which represent a new Town that is grounded in range of commercial, industrial, residential, hospitality, health, tertiary facility, public institutions; etc.

Against this background, VDM and CCLM have jointly decided to seek alternative funding for the provision of bulk infrastructure not only for Nkuna Smart City Development but for adjacent villages as well.

6. BULK INFRASTRUCTURE REQUIREMENTS

The estimated budget for the bulk infrastructure requirements for Nkuna Smart City and Adjacent Villages is as follows:

Table 2: Estimated Budget

	Water	Sanitation	Roads	Electricity	Solid Waste	
Nkuna City	R53m	R79m	R95m	R59m		
VDM	R518m	R299m				
CCLM			R259m	R105m	R9m	
TOTAL	**R571m**	**R378m**	**R354m**	**R164m**	**R9m**	**R1,476billion**

7. SCOPE OF WORK

A Service Provider will be appointed to conduct a comprehensive bankable feasibility study which will comprise, among other things, a business case and an implementation plan of the project. The Project, which includes social services for adjacent villages, is comprised of the various components reflected on **Table 1**, including bulk and reticulation infrastructure for the adjacent villages.

VDM, CCLM and KMH have finalised the prioritisation exercise for scoping the extent of infrastructure to the adjacent villages. This has been done within a 15KM to 20KM radius from the Nkuna Smart City Precinct. Therefore, the appointed service provider is expected to assist in reviewing the scoping of the Project in a sound technical manner. The capital cost guideline for infrastructure benefiting the villages and the private development is over R1 billion. This includes apportioning the implementation and operation costs between the various municipalities and developers, where applicable.

7.1 Detailed Feasibility Study Report

i The Service Provider must develop a comprehensive feasibility study report comprised of technical, financial and procurement, legal and institutional and socio-economic and environmental module.

ii The feasibility report must incorporate all other studies being conducted by other service providers and consultants. This implies engagement with other consultants to ensure coordination.

Once the feasibility study has been completed, the Service Provider must develop a funding application that is compliant with the attached BFI Guidelines, including a summarised submission accompanied by the relevant appendixes. Work with the municipalities, Developer and IFISA to develop and finalise the application.

In terms of scope, the comprehensive bankable feasibility study should include, but not limited to the following:

7.1.1 Project Scoping (Deliverable 1 – Defined Project Scope Report)

I. Working with VDM, CCLM, KMH and IFISA to appropriately scope the extent and coverage of the Project.

II. Assessment of existing bulk and reticulation infrastructure municipal technical reports pertaining to the following:

- Water and sanitation
- Electricity
- Waste management
- Roads and stormwater (public elements).

III. Assessment of existing developer planning and technical reports pertaining to the following:

- Water and sanitation
- Electricity
- Waste management
- Roads and stormwater

IV. Review of existing bulk and reticulation infrastructure including the adequacy of the available water resources, roads, electricity and waste management infrastructure versus other options as per the BFI guidelines

7.1.2 Designs Review (Deliverable 2 – Technically Sound Planning Documents and Designs Segment Report)

Review and comment on the planning documents of the projects such as the feasibility and market demand studies as well as technical reports prepared by the project sponsors or their consultants.

i. Approved business and project specific plans;

ii. Independent market analysis reports;

iii. Technical inputs into the financial model;

iv. Project Procurement Strategy to determine alignment with project plans and milestones;

v. Project development schedule;

vi. Land ownership documents;

vii. Town planning approvals and land use development rights,

viii. Approved site development and building plans;

ix. National Housing Builders Registration Council's (NHBRC) approvals or exemptions;

x. Environmental authorisations or exemptions and approved environmental management plans **(EMPs), where applicable;**

xi. Confirmation of connector bulk services infrastructure;

xii. Construction and O&M agreements;

xiii. Project costs, cash-flow and timelines (draw down schedule); and

xiv. Any documents traditionally forming part of **technical scope within a feasibility study.**

7.1.3 Legal, Regulatory and Institutional Analysis (Deliverable 3 – Legal and Regulatory Segment Report)

Review and analyse all legislative frameworks applicable to the Project, to the extent applicable, these may include but not limited to:

i Reviewing the urban planning and development framework, opine and advise on compliance with required statutory requirements;

ii Reviewing compliance with WULA, NEMA and other statutory requirements applicable in all the targeted typologies of bulk and reticulation infrastructure;

iii Compliance with SPLUMA provisions including the imposition of development charges and existence of an appropriate development charges framework for the municipalities;

iv Assessing validity and compliance of all statutory permits and authorisations including land ownership and use; and

v Reviewing and opining on the Development agreement between the developer and the Municipalities.

7.1.4 Governance and Institutional Arrangements (Deliverable 4 – Appropriate Governance and Institutional Arrangements Segment Report)

i. Propose an intergovernmental governance framework for the rollout of the project including the identification and analysis of stakeholders;

ii. Develop a comprehensive stakeholder engagement and relationship management plan;

iii. Identify various procurement options available for the rollout of the bulk and reticulation infrastructure project;

iv. Review and explore the legal implications and risks of the project implementation and financial/funding strategies;

v. Review the procurement options of the project implementation and financial/funding strategies;

vi. Identify, analyse and provide mitigation of all institutional and implementation risks; and

vii. Provide in-depth strategic options and recommendations for project implementation.

7.1.5 The Needs Analysis (Deliverable 5 – Needs Analysis Report)

The Service Provider will be required to produce a comprehensive needs analysis that defines the proposed project and demonstrates that the project aligns with both VDM and CCLM core mandate, strategic objectives and capacity. Furthermore, the Service Provider must provide a recommendation for each deliverable below. The deliverables are as follows:

Activity 1 – Demonstrate that the project aligns with the municipalities' core mandate and strategic objectives – Summarise the Municipality's mission and vision statements, its strategic objectives and government policy that determines what the municipality's deliverables are.

Activity 2 – Identify and analyse the available municipal budgets **–** At a high level analyse the budget available (now and in the future) to the municipality to embark on this project. Comment on whether this project can be delivered through the normal budgetary process.

Activity 3 – Demonstrate the municipality's commitment and capacity – Summarise that the municipalities can process, evaluate, negotiate, implement, and manage the potential project.

Activity 4 – Specify the project outputs – Once the municipality's objectives and budget have been identified, the outputs of the project need to be specified together with its commitment and capacity.

Activity 5 - Define the project – Summarise the scope of the project.

7.1.6 Options Analysis (Deliverable 6 – Options Analysis Report)

This analysis must demonstrate that the solution chosen is optimal and provides the most value for money to the government. The purpose of the analysis is to critically evaluate all the possible options against each other to ensure that the selected option(s) can achieve the objectives better and cost-effectively.

The preferred option(s) must be explicitly stated together with a rationale for its suitability, effectiveness, and cost-efficiency compared to alternatives. When estimating and comparing the high-level costs and benefits of options, the Service Provider must consider the full life cycle costs and benefits of the project (i.e., capital, maintenance and operational costs and impacts over the useful life of the asset(s). The analysis should ultimately demonstrate the merits of the selected intervention(s) based on its technical, financial, economic, environmental, and social viability.

Activity 1 – Evaluate the project scenario versus the no-project scenario to determine the impact of the project in meeting the objective.

Activity 2 – **List all the technical solution options for the project** – Provide a list of viable technical options to meet the specified project outputs.

Activity 3 – **Evaluate the options and select the best technical option for the municipalities** - the Service Provider must examine at a high level the bulk infrastructure plans of the municipalities and comment on their applicability given the challenges faced by the municipalities.

Activity 4 – **Assess the projected project cost at a high level**– The Service Provider must conduct a benchmarking exercise to arrive at a high-level assessment of the project cost.

Activity 5 - **List all service delivery options** – The Service Provider must list all the viable project delivery options for providing the specified project outputs.

Activity 6 - **Evaluate and provide a cost analysis of each delivery option** (including advantages and disadvantages) – The Service Provider must evaluate all the listed project delivery options by identifying direct/indirect costs, financial impacts on the Municipalities, risks, and socio-economic impacts.

Activity 7 - **Select the best delivery option** – The Service Provider must recommend the best project delivery option (and will conduct an in-depth value assessment in the next project stage).

7.1.7 Financial Analysis (Deliverable 7 - Bankable Financial Model and a Fully Completed BFI Budget Statement Template)

i. The Service Provider will be required to develop detailed financial models to support Project implementation;

ii. Determine the estimated construction and implementation costs for all typologies of proposed bulk and reticulation infrastructure;

iii. Establish capital cost benchmarks using matrices such as unit cost estimates, levelized costs, Unit Reference Values (URVs), Net Present Values (NPVs) for all typologies of infrastructure.

iv. Develop and conduct a due diligence on the funding models applicable to this project and make recommendations on the suite of funding models applicable to the project of this nature;

v. Consider the outputs of the socio-economic analysis in developing a commercialisation strategy;

vi. Consider the outputs of the environmental assessment to leverage any environmental funding or climate financing that might be of benefit to the Project, to the extent applicable;

vii. Prescribe the funding and/or financing requirements for the Project;

viii. Identify and quantify revenue streams, costs and an indication of the sources (and timing) of funding / financing for the project implementation;

ix. Identify, analyse and mitigate all identified implementation and sustainability risks;

x. Recommend the most feasible funding and/or financing approach and build extensive models to that effect;

xi. All assumptions to the funding and/or financial models must be clearly articulated and shown;

xii. The funding and financial models must allow flexibility for changes in work packages;

xiii. Provide funding recommendations and strategic options; and

xiv. Investigate funding models i.e. blended financing options among other things as well as commercialising infrastructure and crowding in private sector funding.

BFI Budget Statement

i. **Develop an expenditure statement**. This should detail all the payments that will be required to deliver the project. The expenditure statement should cover all capital payments involved in the construction of the asset and financing charges associated with funding the proposal. It should detail the maintenance (annual and periodic upgrades required) and operating payments associated with running the asset over its useful life, including labour costs, machinery and equipment, utilities. These payments would include any costs that will be borne by any government or public institution, whether they are directly involved in planning or executing the proposal. Expenditure implications for other spheres of government or public entities should be clearly specified.;

ii. **A funding statement:** This should show all the resources that will be mobilised to implement the proposal and support the operation of the asset over its full lifecycle. This might include resources redirected from within the municipality's baseline, additional resources transferred from the fiscus (such as grants), partners and external organisations providing the resources (and in some cases cash) required, and user charges or other forms of funding internal to the project itself. Any debt (including concessional loans) or equity obligations or leasing arrangements that the project sponsor intends to mobilise in favour of the project must be clearly disclosed in the funding statement, together with their terms and provisions;;

iii. **A cash-flow statement**: A comprehensive account of the annual inflows and outflows of cash associated with the proposal due to capital, operations and financing activities over the full lifecycle of the asset;

iv. **A contingent liability statement**: Some proposals expose the government/fiscus to contingent liabilities – that is commitments to future expenditure if certain events occur. Any guarantees, provisions or other obligations that could give rise to fiscal liabilities in the future due to some explicit contractual eventuality should be fully disclosed. The contingent liability statement should give details of all explicit liabilities that will accrue to government that includes external financing whether the external finance is in full or in part or as part of a blended financing arrangement. It should also describe what contingent liabilities might arise, a description of the possible consequences and the mitigation plan.

7.1.8 Procurement Module (Deliverable 8 – Timed and Budget Aligned Procurement Plan)

i. Development of a procurement and implementation plan for the various typologies of infrastructure;

ii. Development of various procurement methods and strategies for all work packages;

iii. A Procurement Strategy must include the following:

- The procurement needs of the project or programme.
- The professional services, implementing agent, contractors, operations and maintenance, etc. must be explained.
- The organisation of work packages into contracts.
- **Delivery method**: The choice of whether the traditional procurement or non-traditional procurement (e.g., Public-Private Partnerships, turnkey and lease-to-own agreements) will be used to procure the project/programme must be indicated.
- **Contracting strategy**: The strategy indicates the optimal contracting method to deliver the infrastructure, and includes options such as design by employer, develop and design, design and construct, construction management, or management contractor, etc.
- **Pricing strategy**: Provides an indication of how the financial offers will be secured and how the contracts will be remunerated. The general options here are price-based, cost-based, and performance-based.
- **Procurement targeting:** Entails how the delivery of the project or programme will be targeted.
- Developmental or secondary objectives as well as procedures that may be used to promote social and economic objectives.
- **Procurement procedure:** Involves the alignment to requirements for a fair, equitable, transparent, competitive and cost-effective process. Options may include a negotiated procedure, competitive selection, or a combination of the two.

- **Procurement Plan**: A detailed plan with estimated milestones, timelines and roles and responsibilities of the stakeholder(s) involved.

7.1.9 Risk Assessment and Mitigation Strategies (Deliverable 9 – Risk Assessment and Mitigation Report)

i. Determine and assess the main risks – including technical, financial, economic, legal, environmental, social, political and any other risks.

ii. Develop a risk matrix that identifies the project's risks, defines the rating scales of the identified risks in terms of their likelihood of occurring and the potential impacts of the risks on the success of the project; and aggregates the risk and mitigates the risks.

iii. Conduct a sensitivity analysis that enables an examination of how sensitive the financial and economic outcomes are to specific assumptions made in the project evaluation.

7.1.10 Programme Management (Deliverable 10 – Programme Management Approach Module)

I. The Service Provider must provide guidance on the execution of the project implementation approach, considering time, quality and scope of work.

II. The Service Provider needs to employ Programme Management tools to address the following deliverables:

a. Design a high-level Project Plan for implementation. This Project Plan must:

- Address all funding/financing options required for roll-out.
- Include the resource (personnel) requirements for implementation and sustainability of the bulk infrastructure.
- Development of a project implementation structure.

b. Develop a strategy to manage the risks, quality, time and scope of the Project.

c. Design a reporting template on the deliverables, critical milestones and the progress on implementation; and

III. Provide recommendations on the Programme management and applicable strategies.

7.1.11 Budget Facility for Infrastructure Submission (Deliverable 11 – BFI Submission Report)

The Budget Facility for Infrastructure (BFI) is a reform to the budget process that supports the execution of priority projects and programmes by establishing structures, procedures and criteria for accessing fiscal support. The aim is to facilitate quality public investments through effective development, robust appraisal, sustainable financing and procurement arrangements, and pragmatic delivery.

As part of the BFI, National allows public sector institutions to submit infrastructure proposal for viability gap funding. The proposals include a 20-pager summary of the feasibility study covering the following elements:

- Description of the project
- Demand and Market analysis
- Objectives
- Options analysis
- Socio-economic analysis
- Financial model and budget statement

- Socio-economic analysis
- Risk statement and Sensitivity analysis
- Procurement statement
- Institutional and operational readiness

The Service Provider is expected to lead the submission of the project to the BFI for viability gap funding. The elements highlighted above should not necessarily be new information but can be obtained from the feasibility study.

8. PRESENTATION OF DELIVERABLES

The feasibility study shall comprise all the above deliverables, including results, conclusions, and recommendations. It must be compiled in a single report in Word format (with relevant annexures) and delivered as both electronic and hard copy documents. All financial models must be in Excel format, and clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models must be sufficiently adaptable for use by others at later stages. The feasibility study must be presented to the Project Steering Committee and the affected municipalities with a thorough executive summary and must be accompanied by a PowerPoint presentation that encapsulates all the key features of the study. The executive summary and PowerPoint presentation must be compiled in such a manner that they can be used by the Municipalities' management for decision-making purposes.

9. IMPORTANT NOTES TO BIDDERS

9.1 The bidder shall propose a multidisciplinary team of suitably qualified and experienced professionals with proven capacity and capability to undertake various aspects of the scope as described under the Scope of Services or works (above) in respect of this project. The team should collectively demonstrate strong experience in conducting comprehensive bankable feasibility studies which comprise, among other things, business case, implementation plans and execution of infrastructure projects (especially in the municipality environment).

9.2 All specialists shall operate under the leadership of the Technical Expert, who will be the single point of accountability to IFISA. The individual(s) proposed to this project and the anticipated role each will take in the project, shall include but not limited to:

- Civil Engineering Technical Expert with project management and engineering skills
- Electrical Engineering Technical Expert with project management and engineering skills
- Financial Modeler
- Town Planner
- Legal Expert, and
- Environmentalist or Environment Expert.

9.3 The experts shall have a minimum of academic qualifications, experience and/or professional registration as specified in Table(s) 3 and 4 below. The CV must clearly state the individual's relevant qualifications and employment history. Copies of qualifications must accompany the CV. A detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.

9.4 The proposed organogram (in sub criteria 6.1, Table 4 below) shall contain all proposed roles and resources.

10. TENDERING REQUIREMENTS

The evaluation of bidders' submissions will be conducted in accordance with the Treasury prescripts, DBSA policies and bid conditions, and will encompass the following five key evaluation phases:

Step 1: Eligibility Criteria – to determine compliance with the mandatory administrative and statutory requirements.
Step 2: Functionality Criteria – to assess the bidder's technical capability and capacity to deliver the required services.

Step 3: Price – assess the reasonableness of the price offered, seek clarification and negotiation where possible.
Step 4: Preference – to evaluate the final financial proposal in line with the 80/20 preference-point systems. Where 80 represents price and 20 represents BBBEE points.
Step 5: Objective criteria & Risk Analysis: To assess employer's appetite to risks and other consideration.

STEP 1: ELIGIBILITY CRITERIA

- All communications and deliverables should be in English. Any documents provided in other languages are the responsibility of the bidder to be able to be utilized.
- Bidders must submit their pricing proposals in **A SEPARATE FOLDER** clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.
- An attendance of a compulsory briefing session which will be conducted **Virtually (MS Teams)** will be considered. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.
- Bidders are advised that all information and documentation submitted as part of this tender process will be relied upon in the evaluation and decision-making process. No additional or missing documents will be requested or accepted at this stage.
- The submission of a Technical Expert for the project: Table 3 below provides a summary of the requirements of the Technical Expert.
- Regarding the list of completed projects to be submitted by the Technical Experts, as specified under Sub-Criterion 1.3 in Table 3 below, bidders are strongly advised to provide a number of projects exceeding the stated minimum requirement. This is to mitigate the risk of any project being excluded due to incomplete information or documentation.
- Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in Appendix A as a guideline to ensure that all required information is submitted in a clear and consistent format. Copies of academic qualifications, professional registration and other relevant information must be submitted together with the CV.

•Failure to adhere to above conditions, submit complete and compliant information with the initial bid submission will render the bid non-responsive

Table 3: Eligibility Criteria

Expert	**CRITERIA**	**Yes/No**
1.Civil Engineering Expert	A minimum degree (NQF Level 7) qualification in Civil Engineering or equivalent AND copy of registration as Professional Engineer or Professional Engineering Technologist (Pr. Eng or Pr Eng Tech.). .	
2.Electrical Engineering Technical Expert	A minimum degree (NQF Level 7) qualification in Electrical Engineering or equivalent AND copy of registration as Professional Engineer or Professional Engineering Technologist (Pr. Eng or Pr Eng Tech.). .	
3.Financial Modeller	Postgraduate degree (NQF Level 8) in the relevant academic field (i.e., finance, economics, engineering, actuarial science or business administration, or any numeric degree	
4.Legal Expert	Postgraduate qualification (NQF Level 8) in the relevant legal field inclusive of minimum, LLB.	
5. Town Planner	Degree qualification (NQF Level 7) in the relevant academic field (i.e., town planning or related fields), with Professional registration.	
6.Environmentalist	Degree qualification (NQF Level 7) in Environmental Studies or equivalent qualification.	

STEP 2: FUNCTIONALITY CRITERIA

- Only bidders who meet and pass all eligibility requirements above (Step 1) will proceed to this phase: the functionality evaluation stage. At this step, bidders will be evaluated on their experience in feasibility studies (number and value of contracts), the strength of their proposed resources (years of experience, qualifications, professional registration, number and value of completed projects), and the quality of their proposed methodology and approach.
- **Table 4 below** outlines the evaluation elements that will be used to assess whether a bidder possesses the requisite experience, capacity, and technical capability. Scoring will be based solely on the verifiable supporting documentation submitted.
- Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in **Appendix A** as a guideline to ensure that all required information is submitted in a clear and consistent format. Copies of academic qualifications, professional registration and other relevant information must be submitted together with the CV.
- Bidders must provide reference letters from current and previous clients on client's letterhead and signed. The letters must reflect contract scope, contract duration, contract value.
- Bidders are advised to submit more than the minimum required number of projects to safeguard against delisting of project due to incompleteness.

- To pass the Functionality criteria, a bidder must obtain a minimum score of **75 points out of a total of 100 points**. Bidders who fail to meet the minimum threshold will be deemed non-responsive and will not be considered further.
- Only bidders who meet or exceed the prescribed functionality threshold will have their financial proposals opened and subjected to a comprehensive price and preference evaluation (Step 3 & 4).

Table 4: Functionality Criteria

#	CRITERIA				100
1	**BIDDER'S EXPERIENCE**	**Sub criteria**	**Weight**	**Points (Max)**	**20**
1.1	Bidder's experience in executing feasibility study contracts for bulk and reticulation infrastructure (water and sanitation, or electricity or waste management or roads and stormwater). Only projects in the bulk water and reticulation sector specified above will be considered. Reference letters must be provided as proof. (Please refer to projects template in Appendix B)	Number of feasibility studies concluded	x ≥ 5 projects = 10 Points (greater or equals to 5 projects) x = 4 projects = 9 Points (equals to 4 projects) x = 3 projects = 8 Points (equals to 3 projects) x = 2 projects = 7 Points (equals to 2 projects) x = 1 projects = 6 Points (equals to 1 project)	10	**20**

		Collective value of projects whose feasibility study are qualifying as listed above	x ≥ 1 billion = 10 Points (greater or equals to R1 billion) R 800 million < x <R 1 billion = 9 Points (Less than R1 billion but great than R800 million) R 600 million < x <R 800 million = 8 Points (Less than R800 million but greater than R600 million) R 300 million < x <R 600 million = 7 Points (Less than R600 million but greater than R300 million) R 100 million < x <R 300 million = 6 Points (Less than R300 million but greater than R100 million)	10	
	EXPERTS / PERSONNEL				**60**
1	**Civil Technical Expert**				**10**
1.1	Demonstrable experience in the engineering design or construction monitoring of bulk water and reticulation projects	x ≥ 15 years (greater or equals to 15 years)	5	5	

	A detailed work history which includes the organisation, projects, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	10 years < x < 15 years (Less than 15 years but greater than years)	4		
		5 years < x < 10 years (Less than 10 years bu greater than 5 years)	3		
		0 years < x < 5 years (Less than 5 years but greater than 0 year	2		
1.2	Demonstrate project experience in engineering design or construction monitoring of bulk water and reticulation projects. NB: Only a list of projects with a project value of over R 100 million each will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greate than 3 projects)	4		
		x = 3 projects (Equals to 3 projects))	3		

		0 projects < x < 3 projects (Less than 3 but greate than 0 Projects)	2		
2	**Electrical Technical Expert**				**10**
2.1	Demonstrable experience in the electrical engineering A detailed work history which includes the organisation, projects, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (Less than 15 but grea than 10 years)	4		
		5 years < x < 10 years (Less than 10 but grea than 5 years)	3		
		0 years < x < 5 years (less than 5 but greate than 0	2		

		years)			
2.2	Demonstrate project experience in electrical engineering projects. NB: Only a list of projects with a project value of over R 100 million each will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals To 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greate than 3 projects	4		
		x = 3 projects (equals to 3 projects))	3		
		0 projects < x < 3 projects (less than 3 but greate than 0 projects)	2		
3	**Financial Modeller**				**10**
3.1	Experience in financial modelling of infrastructure projects. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure),	x ≥ 15 years (greater or equals to 1 years)	5	5	

	responsibilities and sectors should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	10 years < x < 15 years (less than 15 but great than 10 years)	4		
		5 years < x < 10 years (less than 10 but great than 5 years)	3		
		0 years < x < 5 years (less than 5 but greate than 0 years)	2		
3.2	Projects executed by the financial modeller demonstrating financial modelling experience. **NB: Only a list of projects with a project value of over R 100 million each, that have reached financial close will be considered.** (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greate than 3 projects)	4		
		x = 3 projects (equals to 3 projects)	3		

		0 projects < x < 3 projects (less than 3 but greate than 0 projects)	2		
4	**Town Planner**				**10**
4.1	Experience in town planning. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.	x ≥ 15 years (greater or equals to 1 years)	5	5	
		10 years < x < 15 years (less than 15 but great than 10 years)	4		
		5 years < x < 10 years (less than 10 years but greater than 5 year	3		
		0 years < x < 5 years (less than 5 but greate than 0 years)	2		
4.2	Projects demonstrating town planning experience.	x ≥ 5 projects (greater or equals to 5 projects)	5	5	

	NB: Only a list of projects with a project value of over R100 million each, will be considered. (Please refer to projects template in Appendix A)	3 projects < x < 5 projects (less than 5 but greater than 3 projects)	4		
		x = 3 projects (equals to 3 projects)	3		
		0 project < x < 3 projects (less than 3 years but greater than 0 projects)	2		
5	**Legal Expert**				**10**
5.1	Experience in undertaking drafting of a development agreement, contract agreements and understanding of municipal legislative frameworks, commercial law. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience.	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (less than 15 years but greater than 10 years)	4		

	(See CV template attached as Appendix A)	5 years < x < 10 years (less than 10 but great than 5 years)	3		
		0 years < x < 5 years (less than 5 but greate than 0 years)	2		
5.2	In addition to the experience, the legal expert must have undertaken transactions/projects demonstrating drafting of a development agreement, finance procurement documents and contract agreements. **NB:** Only a list of projects with a project value of over R100 million each that have reached financial close, will be considered. (Please refer to projects template in Appendix A	x ≥ 5 projects (Greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greate than 3 projects)	4		
		x = 3 projects (equals to 3 projects)	3		
		0 projects < x < 3 projects (less than 3 but greate than 0 projects)	2		

6	Environmentalist				10
6.1	Relevant experience in the environment management related to infrastructure projects. Detailed work history which includes the organisation, role, tenure (indicating the dates of commencement and departure), responsibilities and sectors should be provided to support the number of years of professional experience. (See CV template attached as Appendix A)	x ≥ 15 years (greater or equals to 15 years)	5	5	
		10 years < x < 15 years (less than 15 but great than 10 years)	4		
		5 years < x < 10 years (less than 10 but great than 5 years)	3		
		0 years x < 5 years (less than 5 but greate than 0 years)	2		
6.2	Projects demonstrating relevant experience. NB: Only a list of projects with a project value of over R100 million each, will be considered. (Please refer to projects template in Appendix A)	x ≥ 5 projects (greater or equals to 5 projects)	5	5	
		3 projects < x < 5 projects (less than 5 but greate than 3 projects)	4		

		x = 3 projects (equals to 3 projects)	3		
		0 projects < x < 3 projects (less than 3 but greate than 0 projects)	2		
6	**METHODOLOGY AND APPROACH**				**20**
6.1	A score will be provided for overall impression of the bidder, considering that they have covered all five requirements as listed below: Bidder must submit the methodology and approach that will be followed to achieve the project's objectives. This must include but not limited to: • A proposal outlining the process to be followed to deliver the scope of work for each stage (understanding of the scope of work); • Implementation and management of the project execution. • A detailed plan with timeframes of conducting the required work. • Contract/Service Level Management and • An organogram that shows the key personnel that will be assigned to this project. .	Excellent: Meets all 5 requirements liste and the 5 are well articulated = 20 points	20	20	
		Good: Meets only 4 of 5 requirements and th are well articulated = 15 points	15		

		Fair: Only 3 of 5 requirements and th are well articulated = 10 points	10		
		Poor: Bidder fulfils less than 3 of the requirements = 5 points	5		

STEP 3: PRICE PROPOSAL

- Only bidders who meet and pass Step 2 above will proceed to this phase: The Price Proposal.
- Bidders will then have their financial proposals opened and subjected to a comprehensive price review and scrutiny.
- Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.

  BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.
- Price proposals will be scrutinized to verify the absence of arithmetical errors, omissions, and inconsistencies. Bidders will be notified of all errors or omissions that are identified in the tender offer and either confirm the bid offer as tendered or accept the corrected total of prices.
- This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the Bidder is required to propose pricing on a lump sum basis, broken down by stages (detailed in paragraph 8 4 above), using **Table 5** below.
- A comprehensive rate card must be included covering all categories of resources proposed for the project, including specialists and any other relevant expertise.
- The scope of work will require the successful bidder to travel or visit the project site. Therefore, the price offer should be all-inclusive.
- All prices and rates should include disbursements and exclude VAT. The Total tendered amount at the bottom shall include 15% VAT.
- In addition to the pricing summary to be completed in Table 5, the Bidder shall submit as an annexure a breakdown of pricing per deliverable, indicating:
  - The Resource(s)
  - Applicable rate per resource
  - Total number of hours for the deliverable
  - Total cost
- The duration of the assignment is estimated to be 12 months from the date of appointment.
- Should bidders require any additional information to complete their quotations, all queries must be submitted via email. Responses to such queries will be provided in writing and copies of replies will be circulated to all bidders to ensure fairness and transparency.
- Deliverables completed per remuneration schedule will be approved by the Project Officer and/or a structure set up to determine the payments, after which invoices may be submitted for payment as per remuneration schedule. The IFISA will pay within 30 days of receiving the approved invoice.
- Service provider will be able to claim reimbursable expenses on the project for costs such as airline tickets (at economy faire rates) and hotels accommodation (within approved list of hotels) to the extent that the

travels have been approved in advance with the municipalities. All other expenses, included but not limited to telecom costs, taxi, printing and photocopies, meals, etc will not be subject to reimbursement. The service provider will utilise the funds it has priced for in the Pricing schedule (Table 5).

- The Contingency Sum (10%) to be priced for in the Pricing Schedule(s) shall be utilised solely for the specific purposes defined by the Employer and only upon the prior written instruction or approval of the Employer. The Service provider shall not incur any expenditure or undertake any work against a Contingency amount without such approval.
- Before commencing any instructed work not covered by the Pricing Schedule, the service provider shall submit a detailed written quotation for the Employer's approval, setting out the scope of the work, cost components, and anticipated duration of the services. No such work shall proceed unless and until the quotation has been formally approved in writing by the Employer. The applicable rates provided above (4th and 5th bullet above) may be used for purposes of a quotation preparation.
- The Contingency amount shall only be utilized at the discretion of the employer.
- The pricing offer will be binding upon acceptance by the IFISA/DBSA. Nonetheless, the IFISA/DBSA reserves the right to negotiate the pricing offer with the preferred bidder.
- The pricing offer will be binding upon acceptance by the IFISA/DBSA. Nonetheless, the IF/DBSA reserves the right to negotiate the pricing offer with the preferred bidder.

Table 5: Pricing schedule (based on the Scope of Works)

#	Deliverable	Percentage	Total cost
1.	Inception Report (including project scoping ; design review; land, regulatory &institutional; governance & institutional analysis reports)	10%	
2.	Needs Analysis Report	10%	
3.	Options Analysis Report	10%	
4.	Financial Analysis Report	15%	
5.	Procurement Module Report	5%	
6.	Risk Assessment and Mitigation Strategies Report	10%	
7.	Programme Management Approach Report (institutional and operational readiness)	5%	
8.	Completion of the feasibility study	10%	
9.	Budget Facility for Infrastructure Submission Report	15%	

	Sub Total		
10.	Add *10% Contingency amount	10%	
	Subtotal (10% Contingency + Disbursements) excluding vat		
11.	**Add Vat (15%)**		
12.	**Total (including VAT)**		
***Project allows for a 10% contingency*			

STEP 4: PREFERENCE

- Bidders whose prices have been clarified, negotiated, or accepted in accordance with Step 3 above will be evaluated on their final financial proposals in line with the 80/20 Preference Point System, where 80 points are allocated for price and 20 points for B-BBEE status level.
- To qualify for preference points, bidders must submit a valid B-BBEE Certificate issued in accordance with the relevant Sector Codes by a Verification Agency accredited by the South African National Accreditation System (SANAS). The certificate must clearly display the SANAS logo and the required accreditation description. Failure to submit a valid certificate will result in the bidder scoring zero (0) preference points.

STEP 5: OBJECTIVE CRITERIA AND RISK ANALYSIS

- Bidders whose price and preference points have been calculated and ranked will be subjected to further due diligence to confirm full compliance with all bid requirements and conditions. The due-diligence process will consist of the following actions:
- In addition to the financial offer and preference evaluation, bidders having the highest ranking / number of points, will additionally be reviewed against the following points, in order to ascertain suitability for award (we reserve the right to clarify any aspects listed hereunder where applicable):
    - if having passed Responsiveness, the bidder will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services;
    - fully compliant and registered with the National Treasury Central Supplier Database;
    - no misrepresentation in the tender information submitted;
    - the Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
    - the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;

- previous experience of personnel, academic qualifications, professional registration or any information submitted as part of this bid;
- not convicted by a court of law for fraud and corruption; and
- not removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

- The decision to award will be based on best commercial offer and value for money principle for the DBSA.

11. SUB-CONTRACTING

11.1 Where the bidder does not have all the required expertise in-house, it may sub-contract or form a consortium with other qualified and experienced firms or individual specialists to ensure full coverage of the required disciplines. Such arrangements must be clearly defined in the proposal, indicating the roles, responsibilities, and reporting lines of all consortium or subcontracted members.

11.2 it is the responsibility of the bidder to select competent subcontractors that possess the expertise stipulated in these Terms of Reference.

11.3 the bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.

11.4 no separate contract shall be entered into between IFISA and any such sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses;

11.5 the bidder is required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement (in the case of subcontracting of natural person(s) this requirement shall not apply);and

11.6 Notwithstanding the above, the bidder shall retain full responsibility for providing the services to the IFISA and any other Banks on the transaction. The bidder shall not subcontract more than 25% the Project scope.

12. CONDITIONS OF AWARD

12.1 The following award conditions are applicable:

a) The preferred bidder will be required to enter into a services agreement with IFISA on such terms as will be specified at the contracting stage, which will include the IFISA's standard terms for similar agreements.

b) The preferred bidder will be required to submit a Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).

c) The Service provider will report to the indicated representative of IFISA and may, from time to time, be required to present and submit progress reports within stipulated timeframes.

d) The services agreement will provide for the process to be followed for the approval and payment of invoices, and the approval or adoption of deliverables, which will be based on IFISA's management of payment and approval processes for similar services.

e) The Service provider, especially the Lead expert, allocated to the assignment shall remain on the assignment unless permission is granted in writing by IFISA to change dedicated professionals. Such permission will only be granted in exceptional circumstances.

f) The services agreement will provide for the protection of confidential information, which will be based on IFISA's standard terms and conditions for similar agreements.

g) The costs of preparing proposals and negotiating the contract are not reimbursable.

h) IFISA is not obligated to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder;

i) The IFISA/DBSA will not accept any late bid submissions. Bidders may not contact the IFISA/DBSA or any participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid.

j) It is the responsibility of the bidder to ensure that soft copies of documents are provided in formats that are supported by Adobe Acrobat®. All bids, or parts thereof, which cannot be opened will not be evaluated.

k) The IFISA/DBSA reserves the right to change any information in, or to issue an addendum to this document before the closing time. The IF/DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right. Should IFISA/DBSA exercise its right to change information, it may seek amended responses from all bidders.

l) The IFISA/DBSA reserve the right to disqualify a tenderer with unrealistic price offers.

m) The IFISA/DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.

n) In the event of a partial award, the IFISA/DBSA reserve the right for items excluded from the award, to be retendered in a new tender process.

o) Tenderer is required to price the whole Pricing document for the project and non-adherence is noncompliance, resulting in disqualification.

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

13. ADDITIONS AND AMENDMENTS TO THE RFP

13.1 The IFISA/DBSA reserve the right to change any information in, or to issue any addendum to this RFP before the closing time. The IFISA/DBSA including its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

13.2 Should the IFISA/DBSA exercise its right to change information, it may seek amended responses from all bidders.

14. REPRESENTATIONS

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

15. CONFIDENTIALITY

The information contained in this Request for Proposals is confidential and is the property of the DBSA. Similarly, the Bank shall hold all property rights such as copyright, patents and registered trademarks on matters directly related to or derived from the work carried out through this contract.

15.1 Any confidential information obtained by either party to this contract, or arising from the implementation of this contract, shall be treated as confidential by the party receiving it and shall not be used, divulged or permitted to be divulged to any person not being a party to this contract, without the prior written consent of the other party. The appointed service provider must:

- Adhere to the highest standards of confidentiality once appointed.
- Adhere to ethical standards and professional codes of conduct; and
- Ensure that all findings are evidence-based and defensible.

16. REPORTING AND OVERSIGHT

16.1 The service provider will report to the Head: IFISA or designated official. Oversight will be provided by the Strategic and Partnerships Origination (DBSA/IFISA).

16.2 Progress and Regular reports may be shared with the Project Steering Committee (PSC), Vhembe District Municipality, Collins Chabane, Khulemani Masingita Holdings, National Treasury (NT) and/or any Statutory body.

17. OTHER

17.1 The successful service provider will enter into an engagement letter with the IFISA/DBSA with the Services to be provided exclusively to the IFISA/DBSA and duty of care to IFISA and any other subsequent lender.

17.2 We expressly reserve the unconditional right to reject any proposal and/or accept any proposal in part or in whole.

17.3 The foregoing information is highly confidential and should not be disclosed to anyone. IFISA/DBSA reserve the right to share the probity audit reports with any interested parties.

17.4 The service provider must be available in the case of any queries arising post the submission of a completion report.

Any reference to IFISA in this bid document shall be deemed to include the Development Bank of Southern Africa (DBSA), and all such references shall be interpreted accordingly.

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP132/2026 APPOINTMENT OF A SERVICE PROVIDER FOR PURPOSES OF UNDERTAKING A COMPREHENSIVE BANKABLE FEASIBILITY STUDY FOR THE REQUIRED BULK AND RETICULATION INFRASTRUCTURE (WATER, SANITATION, ELECTRICITY, WASTE MANAGEMENT, ROADS AND STORMWATER), FOR THE NKUNA CITY SMART TOWN AND ADJACENT VILLAGES.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

....

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

Signature(s)	______________________	______________________
Name(s)	______________________	______________________
Capacity	______________________	______________________
For the *Tenderer*	______________________ **(Name and address of organisation)**	
Name and signature of witness	______________________	**Date** ______________________

Annexure A

Price proposal

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

- Only bidders who meet and pass Step 2 above will proceed to this phase: The Price Proposal.
- Bidders will then have their financial proposals opened and subjected to a comprehensive price review and scrutiny.
- Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.

  BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.
- Price proposals will be scrutinized to verify the absence of arithmetical errors, omissions, and inconsistencies. Bidders will be notified of all errors or omissions that are identified in the tender offer and either confirm the bid offer as tendered or accept the corrected total of prices.
- This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the Bidder is required to propose pricing on a lump sum basis, broken down by stages (detailed in paragraph 8 4 above), using **Table 5** below.
- A comprehensive rate card must be included covering all categories of resources proposed for the project, including specialists and any other relevant expertise.
- The scope of work will require the successful bidder to travel or visit the project site. Therefore, the price offer should be all-inclusive.
- All prices and rates should include disbursements and exclude VAT. The Total tendered amount at the bottom shall include 15% VAT.
- In addition to the pricing summary to be completed in Table 5, the Bidder shall submit as an annexure a breakdown of pricing per deliverable, indicating:
  - The Resource(s)
  - Applicable rate per resource
  - Total number of hours for the deliverable
  - Total cost
- The duration of the assignment is estimated to be 12 months from the date of appointment.

- Should bidders require any additional information to complete their quotations, all queries must be submitted via email. Responses to such queries will be provided in writing and copies of replies will be circulated to all bidders to ensure fairness and transparency.
- Deliverables completed per remuneration schedule will be approved by the Project Officer and/or a structure set up to determine the payments, after which invoices may be submitted for payment as per remuneration schedule. The IFISA will pay within 30 days of receiving the approved invoice.
- Service provider will be able to claim reimbursable expenses on the project for costs such as airline tickets (at economy faire rates) and hotels accommodation (within approved list of hotels) to the extent that the travels have been approved in advance with the municipalities. All other expenses, included but not limited to telecom costs, taxi, printing and photocopies, meals, etc will not be subject to reimbursement. The service provider will utilise the funds it has priced for in the Pricing schedule (Table 5).
- The Contingency Sum (10%) to be priced for in the Pricing Schedule(s) shall be utilised solely for the specific purposes defined by the Employer and only upon the prior written instruction or approval of the Employer. The Service provider shall not incur any expenditure or undertake any work against a Contingency amount without such approval.
- Before commencing any instructed work not covered by the Pricing Schedule, the service provider shall submit a detailed written quotation for the Employer’s approval, setting out the scope of the work, cost components, and anticipated duration of the services. No such work shall proceed unless and until the quotation has been formally approved in writing by the Employer. The applicable rates provided above (4th and 5th bullet above) may be used for purposes of a quotation preparation.
- The Contingency amount shall only be utilized at the discretion of the employer.
- The pricing offer will be binding upon acceptance by the IFISA/DBSA. Nonetheless, the IFISA/DBSA reserves the right to negotiate the pricing offer with the preferred bidder.
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Table 5: Pricing schedule (based on the Scope of Works)

#	Deliverable	Percentage	Total cost
13.	Inception Report (including project scoping ; design review; land, regulatory &institutional; governance & institutional analysis reports)	10%	
14.	Needs Analysis Report	10%	
15.	Options Analysis Report	10%	
16.	Financial Analysis Report	15%	
17.	Procurement Module Report	5%	

18.	Risk Assessment and Mitigation Strategies Report	10%	
19.	Programme Management Approach Report (institutional and operational readiness)	5%	
20.	Completion of the feasibility study	10%	
21.	Budget Facility for Infrastructure Submission Report	15%	
	Sub Total		
22.	Add *10% Contingency amount	10%	
	Subtotal (10% Contingency + Disbursements) excluding vat		
23.	**Add Vat (15%)**		
24.	**Total (including VAT)**		
***Project allows for a 10% contingency*			

APPENDIX A: STANDARD CV TEMPLATE

CV Template		
Proposed Resource Information		
Proposed Position as per the TOR		
Name of the Firm		
Date of Employment		
Name of the staff member		
Date of birth		
Nationality		
Professional registration category (ECSA / SACPCMP/SACQSP) e.g. Pr.Eng, CA, CFA		**Pr Number:**

Education		
Date Obtained	**Institution**	**Degrees Obtained and National Qualification Level**

Experience				
Employment History Date i.e. (Jan 2000 – Dec 2015)	**Position Held**	**Company Name**	**Detail description in line with the criteria**	**Sector Experience**

Project list template for projects (with demonstrable experience in projects with a minimum value of R100m per project)

Key Projects Undertaken 1	
Name of the Assignment/Project	
Period	
Location	
Client	
Contact details (email and phone numbers)	
Sector	
Main Economic Features of the Project	
Positions Held	
Project Value in ZAR	
Activities Performed	
Key Projects Undertaken 2	
Name of the Assignment / Project	
Period	
Location	
Client	
Contact details (email and phone numbers)	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	

Activities Performed	
Key Projects Undertaken 3	
Name of the Assignment / Project	
Period	
Location	
Client	
Contact details (email and phone numbers)	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Activities Performed	
Key Projects Undertaken 4	
Name of the Assignment / Project	
Period	
Location	
Client	
Contact details (email and phone numbers)	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Activities Performed	
Key Projects Undertaken 5	

Name of the Assignment / Project	
Period	
Location	
Client	
Contact details (email and phone numbers)	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Activities Performed	

APPENDIX B: BIDDER'S EXPERIENCE

Bidder's Experience	
Name of the Feasibility Study Completed	
Period	
Location	
Client	
Contact details (email and phone numbers)	
Sector	
Main Project features	
Contract Value	

Enclosure: Copies of certificates of academic qualifications and Certificate of Professional registration. Copies of qualifications along with detailed CV of personnel. For registration certificates, provide a registration number or full names written in the certificate, the Pr. Registration status will then be verified online during the Evaluation process through the relevant Professional body online search system. Foreign Qualifications should preferably be accompanied by SAQA verification.

The bidder is required to replicate this template in full to ensure that all requested information is comprehensively and accurately provided.

Annexure B

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state?**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:
……………………………………………………………………………………
……………………………………………………………………………………

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

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

2.3.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

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

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

SBD 4

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

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

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

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

Annexure C

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals (namely, BBBEE status level of contributor).

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (BBBEE)	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………
SIGNATURE(S) OF TENDERER(S)

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

ADDRESS:………………………………………………………

……………………………………………………

……………………………………………………
……………………………………………………

RESTRICTED SUPPLIERS

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

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

Annexure F

Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

Annexure G

Certified copies of latest share certificates, in case of a company.

Annexure H

(if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

Annexure I

Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure J

[General Conditions of Contract]

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

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

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

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

Annexure K

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:

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

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