VOLUME 2 OF 3

TENDER RETURNABLES

RETURNABLE DOCUMENT CHECKLIST

&

COMPILATION INSTRUCTIONS

Tenderers are to refer to the table of contents, for applicability of Returnables. to ensure that all information in the Tender Document is read, completed, and signed in full by the Tenderer.

1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.
2) With reference to the above, it is however required that:
   - Any attachments and/or supporting documents to be annexed to these Returnables, **must be compiled in a separate file, and indexed in the same format as the Returnables Checklist.**
3) Any Returnables not selected as applicable, is irrelevant to this tender process and do not need to be completed.
4) Tenderers must ensure each of the listed Returnables are populated and signed in full.
5) All forms must be duly completed as required.



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

VOLUME 2

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Bidder Signature .....

PART T2.1.1: TENDER BRIEF ATTENDANCE

This returnable is to be read in conjunction with the information under T1.1, Volume 1 of 3.

A. <u>If Brief is Online:</u>

i. Access published link (Microsoft Teams).

ii. Stipulate ***Company Name, Email, Contact Number and Attendee Name*** in chat box, as proof of attendance. (*Failure to comply may result in bidders attendance not being recorded and subsequently disqualified from further evaluation*).

B. <u>If Brief is Physical:</u>

i. Access physical location as stipulated under Volume 1, T1.1 Tender Notice and Invitation to Tender.

ii. Attendees will be required to populate and sign the **Tender Brief Attendance Register**, as proof of attendance. (*Failure to comply may result in bidders attendance not being recorded and subsequently disqualified from further evaluation*).

This is to certify that (Tenderer)…….....……....…… was represented at the Tender Brief held as stipulated in Volume 1, T1.1.

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

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

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

TENDERER'S REPRESENTATIVE(S):

Name: ……. Signature …….

Capacity: ……

PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman: ……., or;

Company Secretary:……

As Witness: 1. ……

2. ……...

Date: ……

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

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

(IV) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole Owner: ……..

As Witnesses:

1. ……

2. ……

Date: ……

(V) CERTIFICATE JOINT VENTURE

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

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

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

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

PART T2.1.3: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

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

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment

b) work items to be performed by the Affirmable Joint Venture Partner's own forces

c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name ……

b) Postal address……..…..

……..…..

c) Physical address ……..…

……..

d) Telephone ……..……

e) Fax ……..……

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1. (a) Name of Firm ……

Postal Address ……

Physical Address ……

Telephone ……

Fax ……

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

2.2. (a) Name of Firm ……

Postal Address ……

Physical Address ……

Telephone ……

Fax ……

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

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1. (a) Name of Firm ……

Postal Address ……

Physical Address ……

Telephone ……

Fax ……

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

3.2. (a) Name of Firm ……

Postal Address ……

Physical Address ……

Telephone ……

Fax ……

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

3.3. (a) Name of Firm ……

Postal Address ……

Physical Address ……

Telephone ……

Fax ……

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

(Continue as required for further Affirmable Joint Venture Partners)

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

……
……
……

5. OWNERSHIP OF THE JOINT VENTURE

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

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

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

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

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

.....…..……..

.....…..……..

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

(iii) Anticipated on-going capital contributions in Rands .....…….....……...

.....…..……

.....…..……

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

.....…..……..

.....…..……..

.....…..……..

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

(a) Joint Venture payment approvals

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance guarantees

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

.....

.....

.....

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

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

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

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

PART T2.1.4: RECORD OF ADDENDA TO TENDER DOCUMENT

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.5: DECLARATION OF DEFAULT AND TERMINATION

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

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

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

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

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.6: BIDDER'S DISCLOSURE – SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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 consortium1 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

1 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.

procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a 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

PART T2.1.7: SERVICE PROVIDER CODE OF CONDUCT

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

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

The Privacy Statement sets out:

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

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

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

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

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

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

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

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

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

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

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

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

- Generally, service providers have their own business standards and regulations. Although DBSA cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion in whatever form that is intended to influence procurement decisions;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation, or other aggressive actions towards DBSA employees.
- Service providers will be evaluated and approved before any materials, components, products, or services are purchased from them. A rigorous due diligence is conducted, and the service provider is expected to participate in an honest and straight forward manner.
- Service providers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

4. Conflicts of Interest

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

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

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

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

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

_____ _____
(Signature) (Date)

PART T2.1.8: RFP DECLARATION FORM

We do hereby certify that:

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

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

_____

_____

_____

ADDRESS:

_____

_____

_____

Indicate nature of relationship with DBSA:

_____

_____

_____

_____

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.9: ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: ……

Section 2: VAT registration number, if any: ……

Section 3: CIDB registration number, if any: ……

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number ……

Close corporation number ……

reference number ……

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary.

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

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

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

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

*insert separate page if necessary.

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

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

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;

iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked, or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.10: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT

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

e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

f) tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.

8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.11: PROOF OF REGISTRATION WITH CSD & CIDB

IT IS A CONDITION OF THIS TENDER THAT THE TENDERER MUST BE REGISTERED WITH CSD AND VALID/COMPLIANT WITH CIDB AT TENDER CLOSURE AND FURTHER;

THE SUCCESSFUL TENDERER MUST BE IN COMPLIANT STANDING WITH CIDB AND CSD PRIOR TO CONDITIONAL APPOINTMENT.

The Tenderer shall attach hereto its:

i. Registration of the National Treasury Central Supplier Database (CSD).
ii. Valid Registration Certificate of the Construction Industry Development Board (CIDB).
iii. In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD registration, including for the Consortium/Joint Venture.

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

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

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

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

_____ _____
(Signature) (Date)

PART T2.1.12: TAX REQUIREMENT

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

i. The Tax Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the Tax Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.

ii. Valid Tax Compliance is a mandatory requirement for the successful bidder prior to appointment, to be awarded a contract in terms of this tender.

iii. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on all the Joint Venture Partners status. The Tax Compliance status documentation of all the Joint Venture Partners is to be appended to this page. Any tax non-compliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

iv. Bidders are expected to have their tax affairs in order, to be able to do business with the DBSA.

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.13: REGISTRATION CERTIFICATES/ AGREEMENTS/ IDENTITY DOCUMENTS

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

i. Certified copies of **Identity Documents** for Partnerships, Sole proprietors etc.;

ii. Signed **Agreements and Powers of Attorney** for Joint Venture / Consortium/ Partnership if applicable.

iii. Complete disclosure of **Shareholding** of the tenderer.

iv. Any other relevant information to risk mitigation.

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

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

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.14: WORKMEN'S COMPENSATION REGISTRATION (COIDA)

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

Attach hereto copy of:

i. Proof of **Workmen's Compensation Registration;**

ii. Note that proof of **payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993)** is not an acceptable form of proof for COIDA registration.

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

Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable).

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.15: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE (ACT 4 OF 2004)

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID UIF REGISTRATION CERTIFICATE PRIOR TO CONDITIONAL APPOINTMENT.

Attach hereto copy of:

i. Proof of Tenderer's **Unemployment Insurance Fund (UIF) Registration Certificate;** or

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

Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable).

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.17: FINANCIAL STANDING / BANK RATING

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

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

Management Reports are not accepted, nor partial Financial Statements.

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

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

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

I, _____ of _____,

(Authorised Signatory) (Company Name)

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

_____ _____

(Signature) (Date)

PART T2.1.17: SBD6.1: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

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

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

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

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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 (Tick applicable Threshold):

a) The applicable preference point system for this tender is the **90/10** preference point system: ☐

b) The applicable preference point system for this tender is the **80/20** preference point system: ☒

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

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

(a) Price; and

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as selected:

Tick applicable Threshold: ☒ ☐

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

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

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

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**

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

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**

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

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

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

SIGNATURE(S) OF TENDERER(S) : ……

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

PART T2.1.18: SUBCONTRACTING SCHEDULE – N/A

The Development Bank of Southern Africa (DBSA), as a state-owned enterprise, is tasked with achieving government socio-economic transformation and development initiatives through its procurement spend. The DBSA therefore endeavours to promote such initiatives through its procurement, by means of one or a combination of the following:

1. Application of Subcontracting as an *Objective Criteria.*
   1.1 The basis and conditions for sub-contracting as a *Objective Criteria,* is further detailed below.

The Tenderer if successful in this bid offer, will be provided specific time stipulated in the Conditional Appointment Letter from communication of the Conditional Appointment Letter, to provide the Signed Subcontracting Agreement(s) and Supporting Documents, in line with the information detailed in this Returnable. Failure to adhere to this will result in the immediate retraction of the Conditional Appointment Letter, without an option to rectify.

ACCEPTANCE OF PREQUALIFIER (*NON-AGREEMENT WILL RESULT IN DISQUALIFICATION*) – N/A

THE TENDERER HEREBY FORMALLY CONFIRMS THAT **IF SUCCESSFUL** IN THIS BID OFFER, THE TENDERER WILL **FULLY COMPLY AND ADHERE IN FULL**, TO ALL THE REQUIREMENTS STIPULATED IN THIS **TENDER RETURNABLE T2.4.2** IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

I, THE UNDERSIGNED *(FULL NAME OF AUTHORISED PERSON)* .....

ON BEHALF OF (*FULL NAME OF TENDERING ENTITY*) .....

SIGNATURE: _____ DATE: _____

Additional information to subcontracting requirement:

i. It is the responsibility of the tenderer to select competent subconsultants that meet all the requirements of the tender. The fact that the DBSA/Employer may make a list of potential subconsultants available as registered on the National Treasury CSD or on a DBSA Client database does not result in any liability of the DBSA/Employer or a warranty that the listed suppliers are competent.

ii. Subconsultants may not be allocated work which contradicts any regulations, regulatory body and/or compliance requirements relevant to the work being sub-contracted for i.e., requirements by CIDB Regulations, accreditations, and registrations to professional / regulatory institutions in the case of professional services etc.

iii. The lead tenderer will be responsible for all due diligence on the selected subconsultants and will be held liable for any non-performance.

v. The successful tenderer is to provide formal proof of the subcontracting arrangement/s (Signed/ Proposed Subcontracting Agreement(s)), also stipulating the percentage and equivalent Rand value being subcontracted once appointed – Conditional Appointment Letter.

vi. The successful tenderer is to provide the following documentation for each of the relevant subconsultants, as a minimum, in support of the Signed/ Proposed Subcontracting Agreement(s) when appointed – Conditional Appointment Letter:

Supporting Documents to Subcontracting Agreement/s
Certified Copy of valid B-BBEE Certificate/ Affidavit.
Copy of valid/ active CIDB registration in the case of construction work.
Copy of valid/ active registration to application regulatory institutions (where stipulated) in the case of professional services work.
A valid and active Tax Compliance Status Pin issued by SARS.
Submission of National Treasury Central Supplier Database (CSD) Summary Report.

Note: It is incumbent and expected that the Tenderer will apply the same due care and diligence in selecting and managing its sub-contractors / joint venture partner as would have been the case in their own appointment.

1. SUBCONTRACTING AS AN OBJECTIVE CRITERIA

NR.	CATEGORIES FOR SUBCONTRACTING	TICK IF APPLICABLE
1	A tenderer subcontracting a minimum of 30% of the value of the contract to:	☒
1.1	An EME or QSE which is at least 51% owned by black people; or	☒
1.2	an EME or QSE which is at least 51% owned by black people who are youth; or	☒
1.3	an EME or QSE which is at least owned by black people who are women; or	☒
1.4	an EME or QSE which is at least 51% owned by black people with disabilities; or	☒
1.5	an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or	☒
1.6	a cooperative which is at least 51% owned by black people; or	☒
1.7	an EME or QSE which is at least 51% owned by black people who are military veterans; or	☒
1.8	an EME or QSE.	☒

Tenderers are formally required to allow for subcontracting of the allocated work as set out in the Scope of N/A of the Tender Value offered.

I, THE UNDERSIGNED *(FULL NAME OF AUTHORISED PERSON)* .....

ON BEHALF OF (*FULL NAME OF TENDERING ENTITY*) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: _____ DATE: _____

2. BASIS AND CONDITIONS FOR SUBCONTRACTING AS AN OBJECTIVE CRITERIA

The basis and conditions for sub-contracting as a condition of tender is detailed as follow:

2.1. The advancement of certain designated groups in terms of **PPPFA 2000;**

2.2. The advancement of suppliers or enterprises in the geographical area or Province where the project site is located;

2.3. To utilize suppliers or enterprises contracted by other organs of state contracted in terms of framework agreements, including especially the organ of state to whom DBSA acts as Implementing Agent.

3. SUBCONTRACTING AFTER AWARD OF TENDER

After Award, the following are contractual obligations for notification:

3.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

3.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

I, THE UNDERSIGNED *(FULL NAME OF AUTHORISED PERSON)* .....

ON BEHALF OF (*FULL NAME OF TENDERING ENTITY*) .....

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: _____ DATE: _____

PART T2.4.3: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD6.2) – N/A

LOCAL CONTENT & Applicable Annexures C, D & E

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Item	Description	Stipulated Minimum Threshold %

3. Does any portion of the goods or services offered have any imported content?

(*Tick applicable box*)

YES		NO	

NOTE:

- *where import decreases the Stipulated Minimum Threshold % (local content percentage) for a specific item, the tenderer is required to seek exemption from DTI and provide approval thereof as part of the tender submission.*

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

(The DBSA requests bidders to populate the above table, irrespective of whether the bid is for more than one product, as to ensure the bidder is cognisant of all designated items applicable to the price offer).

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

NOTE:

- The duly completed and signed **SBD 6.2 (Declaration Certificate for Local Content)** must form part of the bid/ tender documentation.
- The required bid price to be added to the above table under **on page 52**, must include the cost of all designated items listed in the table under **Clause 2 on page 49**.
- The Declaration Certificate for Local Contents (SBD 6.2) corresponding **Annexure C on page 53,** must be completed, duly signed and form part of the conditional appointment letter and subsequent contract if successful.
  - *Annexure C must be numbered, signed, populated and costed in full for each separate tender (RFP#).*

Annex C

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Local Content Declaration - Summary Schedule

(C1)	Tender No.	TBC
(C2)	Tender description:	TBC
(C3)	Designated product(s)	As per below "List of Items".
(C4)	Tender Authority:	DBSA
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula EU GBP
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										
TBC	TBC										

(C20)	Total tender value	R 0
(C21)	Total Exempt imported content	R 0
(C22) Total	Tender value net of exempt imported content	R 0
(C23)	Total Imported content	R 0
(C24)	Total local content	R 0
(C25)	Average local content % of tender	

Signature of tenderer from Annex B

Date:

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Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.						
(D2)	Tender description:						
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

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Annex D - Continued

Imported Content Declaration - Supporting Schedule to Annex C

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity imported	Summary: Total imported value
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
`											

(D45) **Total imported value by 3rd party** R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*	*(D51)*

(D52) **Total of foreign currency payments declared by tenderer and/or 3rd party**

(D53) **Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above** #REF!

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

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Annex E

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
		(E13) Total local content	R 0
		This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date: