

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:	RFP071/2024
COMPULSORY BRIEFING SESSION DETAILS:	<p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>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.</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 347 117 357 012 Passcode: jaBBxg</p> <p>Link: 30 April 2024 @10H00 AM (Johannesburg time)</p>
CLOSING DATE:	08 May 2024
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	TECHNICAL ADVISORY SERVICES FOR THE LUFHERENG MIXED HOUSING DEVELOPMENT: BULK INFRASTRUCTURE PROJECT
BID DOCUMENTS ELECTRONIC SUBMISSION:	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <p>➤ 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.</p>

	<ul style="list-style-type: none"> ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including 03 May 2024 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. <p>NB: Electronic submission is encouraged for all bidders interested in this tender Closing date of this 08/05/2024 is before 23:55. No physical bids will be received or accepted at the DBSA offices</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

Table of Contents

PART A	4
PART B	7
PART C.....	8
PART D	10
1. INTRODUCTION	29
2. BACKGROUND.....	29
2.1 The Infrastructure Fund and Its Objectives	29
2.2 City of Johannesburg	30
2.3 Project Background	30
2.4 Scope of these Terms of Reference	34
2.5 Duration of Assignment	34
2.6 Team Structure	35
2.7 Scope of Services	35
2.8 Eligibility Criteria	41
3. PRICING PROPOSAL	44
4. RISK ANALYSIS AND OBJECTIVE CRITERIA.....	45
5. CONDITIONS OF AWARD	46
Fees and Assumptions	48
Annexure B.....	52
Annexure C	55
80/20 or 90/10	56
80/20 or 90/10	57
Annexure D.....	62
Annexure E	63
Annexure F	64
Annexure G.....	65
Annexure H	66
Annexure I	67

**PART A
INVITATION TO BID**

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

BID NUMBER: RFP071/2024

DESCRIPTION: TECHNICAL ADVISORY SERVICES FOR THE LUFHERENG MIXED HOUSING DEVELOPMENT: BULK INFRASTRUCTURE PROJECT

COMPULSORY BRIEFING: 30 April 2024 - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK:

Time: 10H00 AM Johannesburg time (Microsoft Teams)

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 347 117 357 012


Passcode: jaBBxg

Closing time for the OneDrive Link submissions - 23h55 on the 08 May 2024 (Telkom Time)


CLOSING DATE: 08 May 2024


CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

- 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	
IF YES, WHO ISSUED THE CERTIFICATE?				

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.)			
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:
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</p> <p>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.</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.</p> <p>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.</p> <p>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.</p> <p>2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>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.</p> <p>2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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**

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

☐☐

Annexure J: General Condition of Contract

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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: **30 April 2024** - 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.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 347 117 357 012

Passcode: jaBBxg

Link: 30 April 2024 @10H00 (Johannesburg time) Time: 10H00 AM 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: **03 April 2024**

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 yusiscm@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 Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin	7 Working days	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 criteria

26.1.1 Only those Bidders which pass all the eligibility 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 Eligibility criteria (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility 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 First Stage: Pre-Qualifying Criteria

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 Second Stage: Eligibility Criteria

Bidders are requested to note that notwithstanding the submission of the firm-specific project information referred to above, the technical lead specialist will still be required to demonstrate their experience by submitting project information specific to them.

Table 7 below provides a summary of the eligibility criteria for technical advisor.

Table 1: Eligibility criteria

	No	Expertise required	Assessment (Yes/No)
PRINCIPAL TECHNICAL SPECIALIST	1	The Principal Technical Specialist's CV submitted meets the requirements of the SLA for a Principal Advisor	
		The Principal Technical Specialist has experience in the bulk infrastructure (water, sewerage, roads, stormwater and electricity) sector	
	2	At least 3 projects in the bulk infrastructure sector	
	3	Minimum project value of R300 million for at least one project	
METHODOLOGY AND APPROACH PROPOSAL	4	Methodology and approach proposal submitted as required	

ONLY BIDS WHICH SATISFY ALL THE ABOVE ELIGIBILITY CRITERIA WILL BE EVALUATED ON

26.5 Third Stage: Price

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 IF reserves the right to award the tender to the bidder 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 IF may apply in this bid process includes the following:

- a. In the event that the IF issues more than one RFP to the panel simultaneously, the bidder is required to indicate their preferred appointment (**Table 9**) should it be the highest scoring tenderer RFPs;
- b. In cases where negotiations are unsuccessful, the IF may revert back to a higher ranked bidder;
- c. The IF reserves the right to award the contract in full or part thereof, subject to budget availability;
- d. In the event of a partial award, the IF reserves the right to retender the excluded scope of work in a new tender process;
- e. All CVs should align with the requirements of the SLA for principal, key and candidate advisors. The IF reserves the right to assess any of the CVs provided in terms of the requirements of the SLA and to disqualify the bidder, if the requirements are not satisfactorily met;
- f. Bidders must provide a detailed methodology and approach proposal outlining the process to be followed to deliver the scope of work for each stage outlined under **Table 5**, timelines, staffing proposal and risk management plan. The IF reserves the right to review the bidder's proposal and to disqualify bidders whose methodology and approach does not adequately address delivery on the scope of the TORs.

Table 2: Bidder indicated preferential appointment

RFP	Responded? (Y/N)	Preferred appointment (indicate with X)
RFP 1 #####		
RFP 2 #####		
RFP 3 #####		

Additional Objective Criteria

- a. The decision to award will be based on the above stipulated strategy, best commercial offer.

- b. In addition to the financial offer and preference evaluation, the 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:
- (i) 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;
 - (ii) fully compliant and registered with the National Treasury Central Supplier Database;
 - (iii) no misrepresentation in the tender information submitted;
 - (iv) 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;
 - (v) 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;
 - (vi) not convicted by a court of law for fraud and corruption; and
 - (vii) not removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

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)

1. INTRODUCTION

The Infrastructure Fund (IF), a ring-fenced unit within the Development Bank of Southern Africa Limited (DBSA) seeks to appoint Technical Advisor (TA) to render services (Services), in respect of the Lufhereng Mixed Housing Development: Bulk Infrastructure Project (Lufhereng or the Project), estimated at R7.7 billion.

Furthermore, the IF seeks to appoint a service provider to assess the Project's technical viability, recommend actions to close any existing gaps and provide the necessary expertise to navigate the complexities of enabling the project to reach financial close. A description of the Services is provided in section 2.7.

2. BACKGROUND

2.1 The Infrastructure Fund and Its Objectives

The IF was established pursuant to a Memorandum of Agreement (MoA) dated 17 August 2020 between the DBSA, National Treasury (NT) and Department of Public Works and Infrastructure (DPWI) represented by Infrastructure South Africa (ISA). In terms of the MoA, the IF is housed within the DBSA as a ring-fenced division. The IF is meant to fundamentally transform the state's approach to the financing of infrastructure projects by reducing the current fragmentation of infrastructure spend, and thereby ensuring more efficient and effective use of state resources while improving the speed and quality of delivery.

The IF, alongside ISA, actively supports project sponsors in all spheres of the South African government being national, provincial and local spheres, including state owned entities in the development of the financial mechanism for blended finance projects. The projects undertaken by sponsors will primarily be in the following key sectors: energy, water and sanitation, transport, communications, human settlements, agriculture and agro-processing, health, education and municipal infrastructure.

The IF's core objective is to encourage collaboration between public and private role-players to unlock successful blended financing solutions that will enable projects to achieve financial close. The IF achieves this objective by:

- i. Undertaking all activities necessary to develop blended financing solutions for projects which includes identifying and developing appropriate funding structures such as the use of grants, capital contributions, user pay models, interest rate guarantees, subordinated debt, etc. The IF also develops financial models, financial delivery mechanisms and incentives for the projects;
- ii. Where appropriate, arranging, coordinating, structuring and engaging with financial markets to develop financial instruments that will enable investments in projects by private investors;
- iii. Where necessary, developing a procurement plan for the projects and providing procurement support to project sponsors; and
- iv. Monitoring and driving the process of moving projects across the value chain, that is, through the planning stage until financial closure.

For more information on the IF, please visit the website: <https://www.dbsa.org/solutions/infrastructure-fund>

2.2 City of Johannesburg

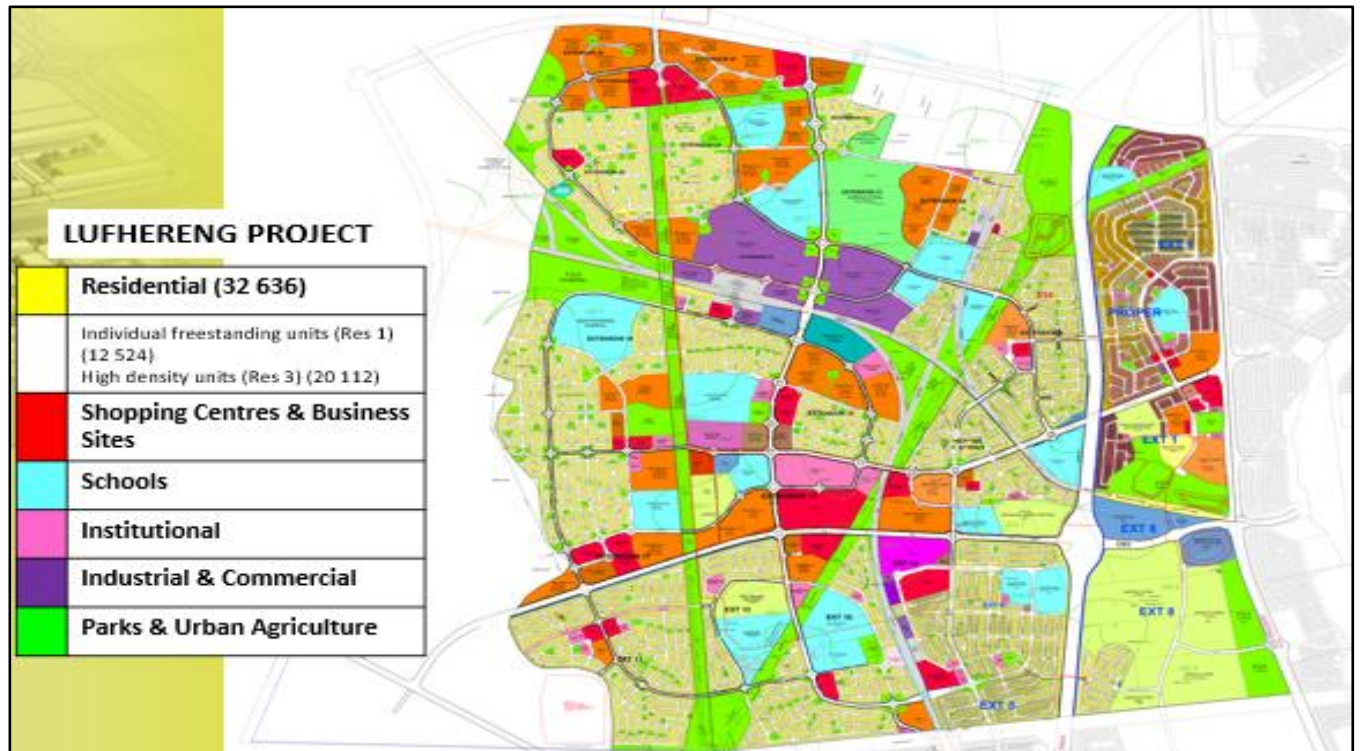
The City of Johannesburg Metropolitan Municipality (**COJ**) manages Johannesburg, the largest city in South Africa. According to the Constitution of South Africa and in line with the Municipal Finance Management Act (**MFMA**), municipalities are required to provide bulk infrastructure as part of their core services. In terms of Section 155(6)(a) and 7, municipalities are required to provide various types of bulk infrastructure to support developments.

NT's Budget Facility for Infrastructure (**BFI**) is a reform to the budget process that supports the execution of national priority projects by establishing specialized structures, procedures, and criteria for committing fiscal resources to public infrastructure spending. COJ, with the support of the IF, has successfully applied to the NT, through the BFI, to receive a fiscal grant to the tune of R3.4 billion for the purpose of providing bulk infrastructure for the Project. However, there is a current funding shortfall of R4.3 billion, which must be secured from commercial banks, Development Finance Institutions (**DFIs**) and/or other financing institutions to enable the Project to reach financial close and implementation.

2.3 Project Background

The Lufhereng Mixed Housing Development Project is a R26 billion human settlements development that was classified as a priority since its inception in 1996. Lufhereng is a “flagship” project of the COJ and a large integrated housing project situated on approximately 2 000 hectares (**ha**) of land belonging to the COJ. Lufhereng represents the last western expansion of Soweto and has the capacity to accommodate over 32 000 households in a variety of housing typologies and tenure. The Project also includes eighteen (18) educational facilities, commercial development (retail, offices, filling stations, etc.), parks, recreational sites, sport centers and provision for urban agriculture. **Figure 1** summarises the layout of the Project.

Figure 1: Master layout plan



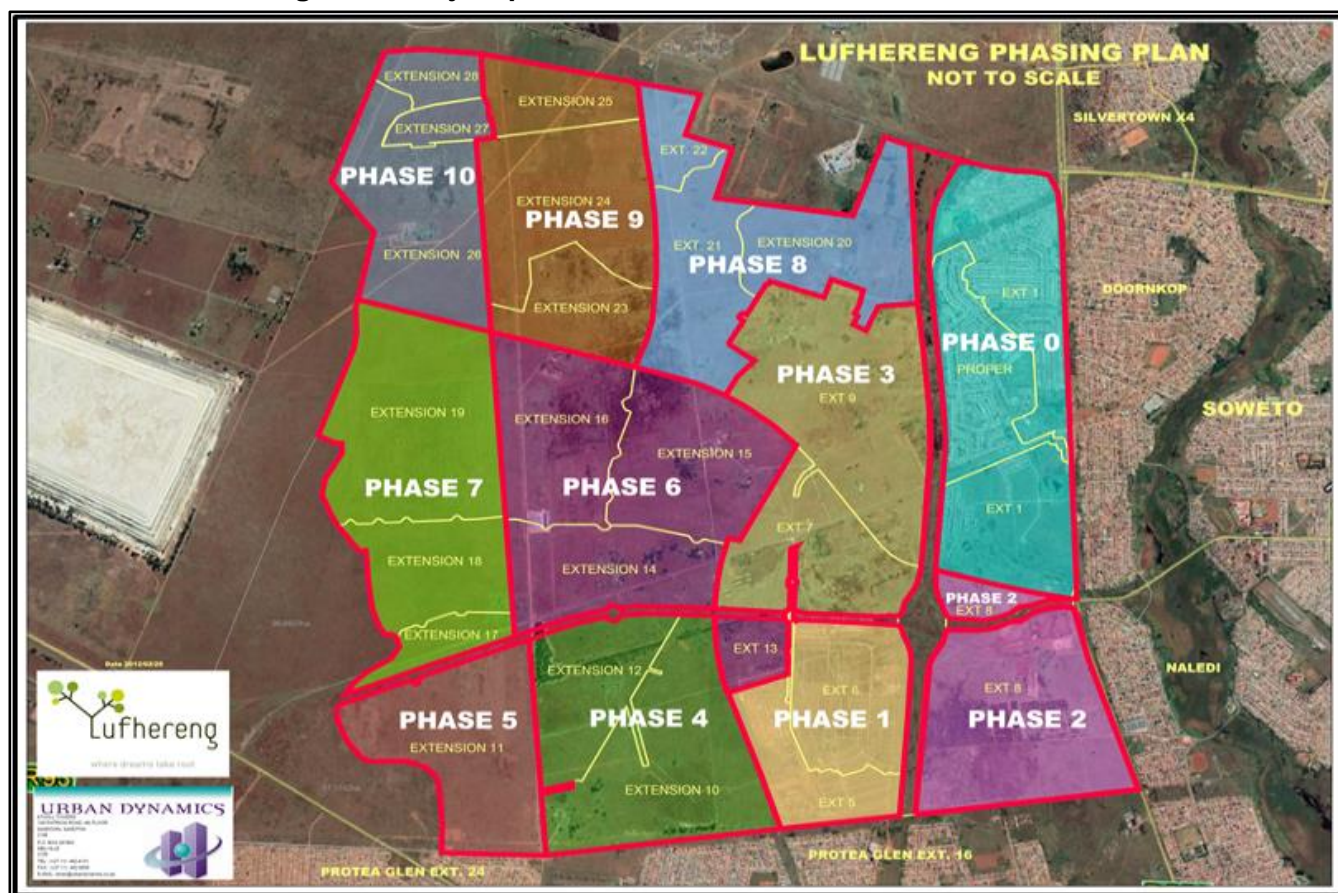
The Lufhereng project is located within the COJ to the West of Soweto, South of Tshepisoong and Leratong Hospital and to the North of Protea Glen. The Project is in the western side of Soweto, directly north of Protea Glen, along the busy R558 road.

The implementation of Lufhereng commenced in 2013 when the COJ appointed, following a public procurement process, Lufhereng Development Company (**LDC**) as a turnkey developer and implementing agent. LDC has all the professional and construction capacity and ability to implement the project on a turnkey basis. A project of this size requires multi-year budgeting to plan, procure, finance and construct new and upgrade existing regional bulk infrastructure (water, sewerage, roads, stormwater and electricity). As a result, the Lufhereng project is being planned, proclaimed, serviced and implemented in the following eleven (11) phases, of which Phase 0 (Proper and Ext 1), Phase 1 (Ext 5 and 6) and Phase 3.1 (Ext 7) have been completed and Phase 3.2 (Ext 9), Phase 4 (Ext 10) and Phase 5 (Ext 11) are under construction for top structures. The predetermined project phases that are illustrated by **Figure 2**.

The sequencing of the remainder phases are as follows:

- **Top structures:**
 - Extension 5, 1, 6, 7, 11, 10, 9, Phase 6 to 10.
- **Implementation of bulk services:**
 - Extension 11, 10, 9, Phase 6 to 10.

Figure 2: Project phases, with associated extensions



The main constraint to the rapid development of the Project is the lack of bulk link infrastructure to enable the entire Project. Despite the Project comprising various human settlements typologies that can accommodate over 32 000 households, enabling the construction of educational facilities, commercial developments and other public facilities, such plans are destined for failure if bulk infrastructure is not prioritised. The development is a brownfield project that has seen certain phases completed already. The Project's salient attributes are summarised in **Table 3** below:

Table 3: High-level project features

Name of Project	Lufhereng Bulk Infrastructure Project
Total Capital Cost	R7 714 517 000
BFI Grant	R3 402 000 000
Debt and City's Own Contribution	R4 312 517 000
Policy Department	Department of Human Settlements
Project Owner	City of Johannesburg Metropolitan Municipality
Sector and Category	Mixed Housing: Bulk Infrastructure

As illustrated in **Figure 2** above, the Project will be implemented in eleven (11) phases up to 2032. However, the implementation of bulk infrastructure is over five years from 2023 to 2028.

In relation to bulk infrastructure requirements, it should be noted that, the Project is being implemented on 2 000 ha of greenfield land, i.e., undeveloped, consisting largely of disturbed natural vegetation and/or abandoned farmland. The development land possesses no existing municipal services, apart from the existing D93 provincial road that crosses the site. The adjacent aerial photograph indicates the current development status of the Project. It depicts the serviced townships of Lufhereng Proper and Extensions 1, 5, 6 and 7. More evident is the absence of any other (enabling) infrastructure on the development site for the remaining project phases, i.e., undeveloped land. This information justifies the need for bulk infrastructure development ahead of the construction of other amenities.

Figure 3: Location aerial photograph



The remaining enabling internal, link and bulk infrastructure required for the Project is scheduled to be provided over the next five (5) years in a phased approach to achieve the planned completion date.

Table 4 below summarises the bulk infrastructure elements and funding requirements for the Project.

Table 4: Total bulk infrastructure elements and financial requirements

Bulk elements	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Total
Bulk and link services	523,250	294,332	499,135	734,256	880,454	206,091	3,137,518
Electrical infrastructure	9,184	51,231	86,878	127,803	153,250	35,872	464,218
Link water and sanitation	102,247	4,313	7,314	10,759	12,902	3,020	140,555
Bulk water (reservoirs and bulk water pipes)	153,835	31,673	53,713	79,014	94,747	22,178	435,160
Bulk sewer (Protea Glen outfall sewer)	34,424	5,299	8,987	13,220	15,852	3,710	81,493
Link roads and stormwater	101,280	137,763	233,622	416,919	338,852	96,461	1,324,898
Bulk roads (D93 and K102)	62,029	29,362	49,792	NIL	161,079	20,559	322,820

Bulk elements	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Total
Stormwater attenuation ponds	60,250	34,690	58,829	86,540	103,771	24,290	368,371
Internal services	307,464	410,702	696,476	1,024,556	1,228,555	287,572	3,955,325
Electrical infrastructure	NIL	213,949	362,819	533,728	639,998	149,806	1,900,301
Civil infrastructure	307,464	196,752	333,657	490,828	588,557	137,765	2,055,023
Top-up on Human Settlements Development Grant (HSDG) required for SANS 1936 compliance	28,627	66,769	113,229	166,566	199,731	46,751	621,674
Total	859,341	771,803	1,308,839	1,925,379	2,308,740	540,414	7,714,517

Source: **Project's Information**

Note: **All figures are in R'000**

2.4 Scope of these Terms of Reference

In July 2023, the IF signed a MoA with COJ to arrange, coordinate and engage with financial markets, where appropriate, alongside COJ in order to develop financial instruments that will enable investments in the Project by private investors and DFIs. In addition, the IF is responsible to structure blended finance solutions which will unlock cheaper sources of financing and lower tariffs to end-users. This is accomplished by ensuring that the participation of financiers is achieved at cost effective and competitive rates. The IF seeks the Services of transaction advisors to assist in delivering the following function which have been split in different stages.

Bankability dimensions should include, but not limited to:

- socio-economic and political considerations;
- commercial, legal and regulatory considerations;
- technical and project-specific considerations;
- financial and commercial structure;
- third-party risk allocation; and
- other related contractual arrangements.

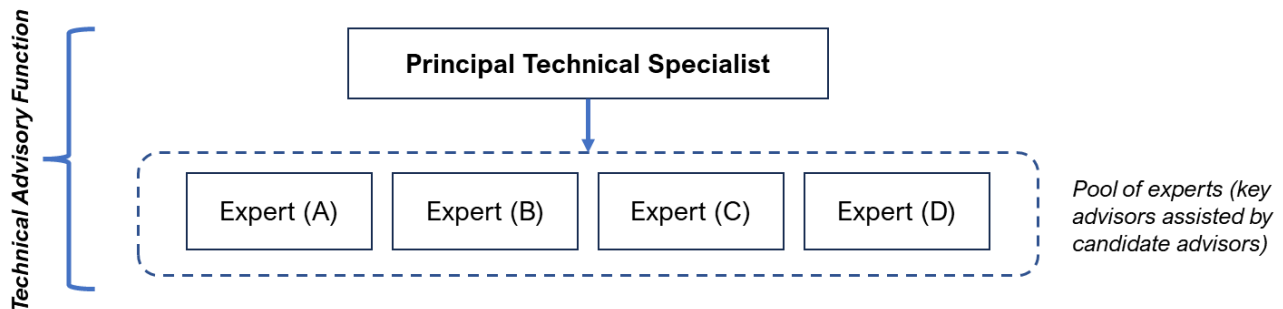
2.5 Duration of Assignment

This Terms of Reference (TOR) is based on the target that the scope of work will be completed within a period of 12 months until financial close, and project close out, i.e., one month after financial close.

2.6 Team Structure

Figure 4 provides a brief outline of the technical advisory workstream. In this scenario, technical experts work directly with the Principal Technical Specialist (**PTS**) to ensure quality and confidentiality is not compromised.

Figure 4: Technical advisory workstream



2.7 Scope of Services

The service provider will be required to liaise with and disclose information to other advisors involved in the project including, but not limited to the legal advisor and financial advisor. Furthermore, they will be required to attend meetings as and when required and to make various presentations to the relevant project governance structure(s), if required.

1..2 2.7.1 Current Implementation Programme

It should be noted that at the time of going to tender the LDC had already commenced with the installation of bulk infrastructure services for Extensions 11, 10 and 9, i.e., phases 3, 4 and 5, respectively. Refer to **Figure 2** for project phases, with associated extensions. The current implementation programme indicates that the enabling infrastructure required per project phase is summarised as follows:

- **Phases 3, 4 and 5 (unserved phases or portions)**

A summary of the enabling infrastructure required (planned to be implemented sequentially) is as follows:

- 18.1 km of water supply pipework;
- 12.1 km of sewer network and outfalls;
- 4.7 km of roads and stormwater infrastructure;
- 30 Megalitres (ML) reservoir;
- Stormwater attenuation pond 6B; and
- 4.4km of electrical transmission and distribution.

- **Phase 6 (unserved phase)**

A summary of the enabling infrastructure required is as follows:

- 15.1 km of water supply pipework;
- 15.3 km of sewer network and outfalls;
- 14.7 km of roads and stormwater infrastructure;
- 30ML reservoir;
- Stormwater attenuation pond 7; and
- 14 km of electrical transmission and distribution.

- **Phase 7**

A summary of the enabling infrastructure required is as follows:

- 22.4 km of water supply pipework;
- 20.9 km of sewer network and outfalls;
- 22.6 km of roads and stormwater infrastructure;
- 30ML reservoir; and
- 22 km of electrical transmission and distribution.

- **Phase 8**

A summary of the enabling infrastructure required is as follows:

- 8.1 km of water supply pipework;
- 7.8 km of sewer network and outfalls;
- 8.9 km of roads and stormwater infrastructure;
- Stormwater attenuation pond 2; and
- 8.4 km of electrical transmission and distribution.

- **Phase 9**

A summary of the enabling infrastructure required is as follows:

- 9.5 km of water supply pipework;
- 9.7 km of sewer network and outfalls;
- 9.1 km of roads and stormwater infrastructure;
- Road K102 first half; and
- 14 km of electrical transmission and distribution.

- **Phase 10**

A summary of the enabling infrastructure required is as follows:

- 12.7 km of water supply pipework;
- 11.6 km of sewer network and outfalls;
- 12.3 km of roads and stormwater infrastructure;
- Road K102 first half;
- Stormwater attenuation pond 1B; and
- 12.3 km of electrical transmission and distribution.

Table 5 below provides the programme timelines.

Table 5: Proposed programme timelines

Priority	Description	Construction period
1	Phases 3, 4 and 5 (unserved phases / portions)	Sep-2023 to Dec-2026 – 40 months
2	Phase 6 (unserved phase)	Jun-2024 to Dec-2026 – 31 months
3	Phase 7	Sep-2025 to Sep-2027 – 28 months
4	Phase 8	Sep-2026 to Dec-2027 – 16 months
5	Phase 9	Jun-2026 to Mar-2028 – 31 months
6	Phase 10	Sep-2026 to Mar-2028 – 28 months

Source: COJ Implementation Programme – December 2023

1.3 2.7.2 Technical Advisor Services

As discussed in section 2.6 above, it is expected that the PTS will draw on a pool of experts as part of their role, these resources can consist of any combination of key advisors and candidate advisors, as may be necessary for successfully delivery of the Service.

The required services consist of the scope of work and deliverables laid out in **Table 6** below. In addition to the 0–4-month target, the IF has also proposed completion dates for the individual deliverables that make up the scope of work. These dates are indicative and are also included in below table. The TA is expected to execute some of the activities in parallel to maximise efficiencies to support the IF goals of reaching financial close.

Table 6: Scope of work and deliverables

Deliverable	Summary Description	Timeframe
Stage 1: Preliminary Stage		

Deliverable	Summary Description	Timeframe
Preliminary project report / project implementation plan	<ul style="list-style-type: none"> - The TA will review all studies and documentation which have been previously carried out for the Project. These documents will include: <ul style="list-style-type: none"> o feasibility study; o permits and authorisations; o implementation readiness study; o detailed design documents; o technical procurement documentation; o draft and/or final constructions contracts for early works package(s); o offtake agreements; o and any other document that has been developed and is relevant for bankability assessment of the project; and o review the institutional arrangements for the project, the regulatory framework and the overall municipal bulk sector in South Africa. - The project documentation to be carefully reviewed regarding completeness, consistency and potential gaps. - Undertake a detailed assessment of bulk infrastructure, including opportunities, risks and bankability challenges impacting bulk infrastructure from a funding perspective. - Interfacing with COJ and the IF to understand in detail the technical aspects of the project. - Interfacing with other advisors such as financial, legal and insurance to understand their requirements that may influence and be influenced by the technical aspects of the project. - Develop a preliminary project report / project implementation plan that focuses on the detailed approach and methodology, project plan outlining the major milestones and deliverables along with their estimated start and end dates (in Microsoft Project format, minimum level 3 schedule data with critical path for the project), stakeholder engagement and communication plan, risk management plan, change management plan and valuation and reporting (what constitute the project to be successful, how will performance be measured and project outcomes be reported). 	Week 1-3
Stage 2: Development of documents to support the programme stage		
Preliminary technical analysis report	<ul style="list-style-type: none"> - Review existing project (all packages) documents, including but not limited to: <ul style="list-style-type: none"> o planning and design documentation which includes but not limited to feasibility study reports, preliminary design reports, implementation readiness study report; o permitting and authorisations (all requirements); o project estimates and financial model; o procurement of services for professional services and construction (process followed and agreements signed with service providers); o institutional (COJ) capacity assessment; and o operations and maintenance philosophy. - Opine on gaps, if any, that may hinder the bankability of the project and recommend actions to be taken to de-risk the project. This must include but not limited to the assessment of: <ul style="list-style-type: none"> o the designs, and alignment with applicable codes and practices, as well as construction and maintenance philosophies of the physical infrastructure; o mitigation of potential environmental impacts, ensuring compliance with; o regulations and propose sustainable practices; o soil and geological conditions of the project including the suitability of foundation designs for project structures; o the selection, installation, and maintenance of mechanical equipment, such as pumps, valves, water treatment machinery, etc.; o the electrical systems and instrumentation related to the project, including power supply for water pumps and control systems; and 	Week 4 - 5

Deliverable	Summary Description	Timeframe
	<ul style="list-style-type: none"> ○ The accuracy of the cost estimates, budget planning, and cost control throughout the project lifecycle. - Identifies and manages potential project risks, developing strategies to mitigate and ensure project resilience. - Financial model to assess that all costs relating to technical works have been accounted for. This includes the reasonability of technical assumptions including contingency reserves. - The TA should opine on the processes, key stakeholders and provide an indication of the applicable timelines. - The TA should opine on project alignment of all of the above with appropriate and relevant codes of practice. 	
Risk register	Compile and manage the risk register, in collaboration with the COJ and IF, focusing on project risk and technical risk and possible ways to mitigate the risks and bankability challenges identified for the Project.	Week 5
Review and input into project construction arrangements	<p>Bidding documents and subsequent processes:</p> <ul style="list-style-type: none"> - The TA, with the counsel of other advisors (financial and legal), will assist in preparing the relevant bidding documentation. The TA will not bear ultimate responsibility for the drafting of the project documentation, however, will provide significant inputs in relation to international and market best practice. <ul style="list-style-type: none"> ○ Review and opine on bankability of technical Request for Proposal (RFP) documentation and contraction contract documents; and ○ For the packages to be procured, provide inputs into RFP and constructions contracts. 	TBC
Gate reviews and associated approvals	The TA will be required to provide support and inputs into internal submissions, as and when is necessary.	TBC
Construction Lenders' Technical Advisor (LTA) scope	<ul style="list-style-type: none"> - Where a project has commenced with construction, the TA should assess the actual cost and calculate the estimate to completion (cost and time). - As part of the reporting format, develop a technical risk register for the project and possible ways to mitigate the risks and bankability challenges identified. - Monitor and report on the implementation of the recommendations by the COJ. 	Week 4 – until financial close
Commissioning of bulk infrastructure	Assist the COJ and IF with the identification of gaps, if any, during the commissioning of bulk services and recommend actions to be taken to de-risk the project.	Week 4 – until financial close
Operations and maintenance planning input	TA to review existing operations and maintenance philosophy and assist the COJ and IF with the identification of gaps, if any. Should gaps exist, TA to recommend actions to be taken to de-risk the project.	Week 4 – until financial close
Stage 3: Market Sounding Stage		

Deliverable	Summary Description	Timeframe
Development of the construction RFP	<p>Construction RFP and related documents:</p> <ul style="list-style-type: none"> - The TA will review documents drafted by the legal and technical advisors and take responsibility for amending and finalizing such project documentation in line with counsel received by the COJ. <p>Bidding documents and subsequent processes:</p> <ul style="list-style-type: none"> - The TA will review comments and queries by potential bidders in conjunction with COJ and the IF and provide the advice to COJ and necessary inputs to respond to bidders; and - The TA will assist/support IF and COJ in maintaining contact with bidders during the bid preparation period, organizing a pre-bid conference and meetings with IF and COJ; and where required and assist in competitive negotiations/discussions with bidders. 	TBC
Release of the Construction RFP to the Market	<p>The TA will not bear the ultimate responsibility to release the funding RFP to the market. The TA will be required to support the IF and COJ in collating the bids from the market.</p> <ul style="list-style-type: none"> - TA will assist IF and COJ in the development of bid methodologies and in analyzing funding bids (term sheets) including checks of the compliance of the bidders and their applications with the criteria set forth in the tender documentation, and evaluation of the bids. Therefore, the TA will support the IF and COJ in shortlisting potential lenders based on the competitive pricing and terms. 	TBC
RFI document, PIM and project teaser	<ul style="list-style-type: none"> - Interfacing with other advisors and contribute to the development of the market sounding documentation. - Provide technical input in the development of the following documentation for market sounding: <ul style="list-style-type: none"> o Project teaser; o Request for Information (RFI) document; and o Project Information Memorandum (PIM). 	Week 6
Market sounding outcome report	Assess the market appetite for funding the project and identify actions to be taken to address the concerns before the RFP process.	Week 10
Updated risk register	<ul style="list-style-type: none"> - Updating of the risk register, in collaboration with the COJ and IF, focusing on project risk and technical risk, taking into account the insights gained during this stage. - Assessment of residual risk to be provided at key milestones during the project stages. 	Week 10
Stage 4: Technical Solution RFP Stage		
RFP stage – technical analysis report	Review and opine on bankability of technical RFP documentation and contraction contract documents.	Week 12
	For the packages to be procured, provide inputs into RFP and constructions contracts.	
	For the packages underway the LTA is to provide assurance on the valuation of work, review of construction and operations and maintenance contracts, milestone progression governance and outcomes and feedback on the status.	
	Assist IF and COJ in addressing any queries from the market.	
	Consolidate the feedback from market, evaluation and report to IF and COJ.	
Risk register	Updating of the risk register, in collaboration with the IF and COJ, focusing on project risk and financial risk., taking into account the current status of the draft agreements and terms sheets.	TBC – Until financial close

Deliverable	Summary Description	Timeframe
Stage 5: Lender Due Diligence and Financial Close Stage		
Condition Precedents (CPs) progress and status reporting	<ul style="list-style-type: none">- In conjunction with the other advisors, prepare a data room and the procedures for access to and use of the data room;- Provide clarification to any queries from the funding market;- Identify appropriate technical CPs for inclusion into the financing documents;- Support the IF in addressing the lender's concerns during the lender's Due Diligence (DD) and documentation process;- Support the borrowers and IF with the fulfilment of CPs and the financial close procedures; and	TBC – until financial close
Updated risk register	<ul style="list-style-type: none">- Update the technical risk register.	
Stage 6: Close Out		
Close out report	Develop and contribute to a lesson's learnt register as part of the close out report.	1 month after financial close

2.8 Eligibility Criteria

2.8.1 Demonstration of Skills and Experience

The CVs of the submitted advisors (by the bidder) must be in line with the evaluation criteria setup for the panel and as already submitted to the IF. **Appendix 1** must be used to populate the CV of the Principal Technical Specialist. It should be noted that given the technical orientation of the project, the principal technical specialist should have commensurate **bulk infrastructure** (water, sewerage, roads, stormwater and electricity) **experience** (for a principal on the level agreed to in the SLA). CVs for the full staffing compliment to be submitted as part of the bid response. One (1) CV will be evaluated in terms of the eligibility criteria, i.e., principal technical specialist.

In its sole discretion, the IF reserves its right where the principal technical specialist is not explicitly specified or where the specialist and/or the team working with the specialist is deemed inappropriate for the role, to request for an alternative CV to be provided.

In supplementing the above functional requirements, bidders are required to demonstrate expertise and experience in the following areas:

- Experience in dealing with government departments and entities listed under the Public Finance Management Act (PFMA) and/ or the MFMA;
- Knowledge of the PFMA, MFMA and corresponding regulations;
- Experience in working with municipal infrastructure projects of this nature;
- Ability to render timely, professional and cost-effective solutions;
- Ability to offer solutions which are innovative and/or contribute to the COJ's ability to carry out its operations in a more efficient, cost-effective manner;
- Providing advice on applicable legislation, including the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014, the Built Environment professions legislation and regulations and the Construction Industry Development Board legislation and regulations;

- g. Providing advice on procurement in the infrastructure design and construction context;
- h. Drafting of project specific contracts and associated special conditions and technical clauses;
- i. Standard construction contract formats including Joint Building Contracts Committee (JBCC), the International Federation of Consulting Engineers (FIDIC), New Engineering Contract (NEC) and standard form General Condition of Contract (GCC);
- j. Handling of construction disputes including adjudications associated with the evaluation of claims and variations, possible forensic investigations, and other with respect to either standard or bespoke contracts and/or professional service provider or contractor performance;
- k. Determinations with respect to contractual entitlements;
- l. Technical risk-management in construction and engineering sectors;
- m. Providing advice on project specific insurance and guarantee requirements and exposure;
- n. Development of pre-feasibility studies, feasibility studies, trade-off studies and infrastructure option analyses; and
- o. Project and project management assurance.

2.8.2 Detailed Staffing Proposal

- The composition of the supporting team should consider their experience, competence, experience working on large bulk infrastructure projects. It is mandatory that the Principal Technical Specialist is able to demonstrate extensive experience in bulk infrastructure projects. The TA's proposal must provide details and supporting evidence in respect of each member of the team, academic qualifications (bachelor's degree or above), professional registration (Pr Eng, etc.), relevant experience and expertise in the scope of work specified in section 2.7.
- The combination of technical experts will be for the discretion of the bidder, and could include but not necessarily be limited to:
 - Civil engineer
 - Electrical engineer
 - Mechanical engineer
 - Quantity surveyor
- As part of the method statement, it is required that the bidder, detail the responsibility envisaged for each member of the proposed team and confirm the availability of the proposed resource allocation of all members of the proposed team for the duration of the Project. Changes in the composition of the team will not be permitted, except in the most exceptional circumstances and only with prior consent from the IF.
- A **detailed profile of the PTS**, which includes:
 - a description of **experience** in the provision of project and technical advisory services in the bulk infrastructure sector (water, sewerage, roads, stormwater and electricity); and
 - **In doing so, the PTS must demonstrate appropriate experience in the bulk infrastructure sector by providing a transaction list detailing his/her advisory experience in at least three (3) projects within the bulk infrastructure sector. At**

least one project should have a minimum project value of R300 million each.
(Appendix 2 must be used to populate the project details).

2.8.3 Methodology and Approach Proposal

A **Methodology and Approach** proposal must be included, in terms of which the bidder must explain the methodology and approach that will be followed to achieve the project's objectives. In addition, the methodology and approach must contain, but not limited to:

- a **preliminary risk management plan for any risks identified** in these TOR and any other risks identified by the bidder;
- a **proposal outlining the process and plan with timeframes** of conducting the required work;
- **the proposed team's capacity to commence and execute** the scope within timeframes (including express confirmation of availability); and
- in conclusion, the methodology must clearly demonstrate how all the deliverables will be achieved.

Bidders are requested to note that notwithstanding the submission of the firm-specific project information referred to above, the technical lead specialist will still be required to demonstrate their experience by submitting project information specific to them.

Table 7 below provides a summary of the eligibility criteria for technical advisor.

Table 7: Eligibility criteria

	No	Expertise required	Assessment (Yes/No)
PRINCIPAL TECHNICAL SPECIALIST	1	The Principal Technical Specialist's CV submitted meets the requirements of the SLA for a Principal Advisor	
		The Principal Technical Specialist has experience in the bulk infrastructure (water, sewerage, roads, stormwater and electricity) sector	
	2	At least 3 projects in the bulk infrastructure sector	
	3	Minimum project value of R300 million for at least one project	
METHODOLOGY AND APPROACH PROPOSAL	4	Methodology and approach proposal submitted as required	

ONLY BIDS WHICH SATISFY ALL THE ABOVE ELIGIBILITY CRITERIA WILL BE EVALUATED ON

The bidder may subcontract part of the services as stipulated in the Eligibility Criteria to the extent and with such subcontractor(s) as may be approved in advance by the IF, subject to the following conditions:

- it is the responsibility of the bidder to select competent subcontractors that possess the expertise stipulated in these TOR;
- 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;

- No separate contract shall be entered into between the IF and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses; and
- Where the bidder is subcontracting a firm, the bidder is required to provide documentation (such as BBBEE certificate/sworn affidavit, valid or active Tax Compliance Status Pin Issued by South African Revenue Service (SARS), Central Supplier Database (CSD) summary report, valid or active Construction Industry Development Board (CIDB) certificate, etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.

Notwithstanding the above, the bidder shall retain full responsibility for providing the services to the IF. The bidder shall not subcontract the whole of the services.

3. PRICING PROPOSAL

The pricing offer will be binding upon acceptance by the IF. Nonetheless, the IF reserves the right to negotiate the pricing offer with the preferred bidder.

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.**

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the TA is required to propose pricing on a lump sum basis (including disbursements, overheads, etc.), broken down by stages (detailed **Table 4**, section 2.3), in **Table 8** below.

We recommend keeping the preliminary stage pricing below 10% and ensuring that the combined deliverables at the closing stage are not less than 10%. The pricing per stage should further be split per deliverable in that stage.

The successful bidder will be required to travel or visit projects sites in order to have a thorough understanding of the scope. In the pricing proposal, the bidder should make allowance to visit the site regularly, with a minimum of two (2) visits in the planning stage.

Table 8 is the pricing table for the technical advisory services, and these are linked to the scope of work and deliverables as specified in **Table 6** above.

Table 8: Pricing table technical advisory (the rates)

Stages	Technical Advisory (ZAR)
Stage 1	
Stage 2	
Stage 3	
Stage 4	
Stage 5	
Stage 6	
Total (ZAR)	

4. RISK ANALYSIS AND OBJECTIVE CRITERIA

The IF reserves the right to award the tender to the bidder 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 IF may apply in this bid process includes the following:

- g. In the event that the IF issues more than one RFP to the panel simultaneously, the bidder is required to indicate their preferred appointment (**Table 9**) should it be the highest scoring tenderer RFPs;
- h. In cases where negotiations are unsuccessful, the IF may revert back to a higher ranked bidder;
- i. The IF reserves the right to award the contract in full or part thereof, subject to budget availability;
- j. In the event of a partial award, the IF reserves the right to retender the excluded scope of work in a new tender process;
- k. All CVs should align with the requirements of the SLA for principal, key and candidate advisors. The IF reserves the right to assess any of the CVs provided in terms of the requirements of the SLA and to disqualify the bidder, if the requirements are not satisfactorily met;
- l. Bidders must provide a detailed methodology and approach proposal outlining the process to be followed to deliver the scope of work for each stage outlined under **Table 5**, timelines, staffing proposal and risk management plan. The IF reserves the right to review the bidder's proposal and to disqualify bidders whose methodology and approach does not adequately address delivery on the scope of the TORs.

Table 9: Bidder indicated preferential appointment

RFP	Responded? (Y/N)	Preferred appointment (indicate with X)
RFP 1 #####		
RFP 2 #####		
RFP 3 #####		

Additional Objective Criteria

- c. The decision to award will be based on the above stipulated strategy, best commercial offer.
- d. In addition to the financial offer and preference evaluation, the 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:
 - (i) 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;
 - (ii) fully compliant and registered with the National Treasury Central Supplier Database;

- (iii) no misrepresentation in the tender information submitted;
- (iv) 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;
- (v) 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;
- (vi) not convicted by a court of law for fraud and corruption; and
- (vii) not removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

5. CONDITIONS OF AWARD

The following award conditions are applicable:

- The successful bidder will be required to enter into a services agreement with the IF on such terms as will be specified at the contracting stage, which will include the IF's standard terms for similar agreements;
- The Principal Technical Specialist will report to the Head: Infrastructure Finance (at the Infrastructure Fund) and may, from time to time, be required to present and submit progress reports within stipulated timeframes. The TA will be expected to confirm professional indemnity cover for the active duration of the assignment;
- 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 the IF's management of payment and approval processes for similar services;
- The TA will be required to liaise with and disclose information to other advisors involved in the project including, but not limited to the legal advisor and financial advisor. Furthermore, the TA will be required to attend meetings as and when required and to make various presentations to the relevant project governance structure(s);
- The professionals allocated by the TA to the assignment shall remain on the assignment unless permission is granted in writing by the IF to change dedicated professionals. Such permission will only be granted in exceptional circumstances;
- Intellectual property developed as a consequence of the TA's work on the assignment will vest in the IF;
- The services agreement will provide for the protection of confidential information, which will be based on the IF's standard terms and conditions for similar agreements;
- The costs of preparing proposals and negotiating the contract are not reimbursable;
- The IF is not obligated to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder;
- The Principal Technical Specialist and TA shall be precluded from undertaking any work or providing any services to any bidding consortium or members of such a consortium and/or the private party or to any eventual project that may result, directly or indirectly from these Services;
- The IF will not accept any late bid submissions. Bidders may not contact the DBSA or IF 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;

- 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;
- The DBSA reserves the right to change any information in, or to issue an addendum to this document 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. Should the DBSA exercise its right to change information, it may seek amended responses from all bidders; and
- **THE IF CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.**

The above list of conditions is not exhaustive. The listed conditions are highlighted with the primary purpose of indicating that conditions will be applicable to the award. The DBSA reserves the right to attach further conditions to the award.

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:

RFP071/2024 TECHNICAL ADVISORY SERVICES FOR THE LUFHERENG MIXED HOUSING DEVELOPMENT: BULK INFRASTRUCTURE PROJECT

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

.....
..... (in words); ZAR (in figures),
.....

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

Signature(s) _____

Name(s) _____

Capacity _____

For the
Tenderer _____
(Name and address of organisation)

Name and
signature of
witness _____ **Date** _____

Price proposal

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

The pricing offer will be binding upon acceptance by the IF. Nonetheless, the IF reserves the right to negotiate the pricing offer with the preferred bidder.

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.**

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the TA is required to propose pricing on a lump sum basis (including disbursements, overheads, etc.), broken down by stages (detailed **Table 4**, section 2.3), in **Table 8** below.

We recommend keeping the preliminary stage pricing below 10% and ensuring that the combined deliverables at the closing stage are not less than 10%. The pricing per stage should further be split per deliverable in that stage.

The successful bidder will be required to travel or visit projects sites in order to have a thorough understanding of the scope. In the pricing proposal, the bidder should make allowance to visit the site regularly, with a minimum of two (2) visits in the planning stage.

Table 8 is the pricing table for the technical advisory services, and these are linked to the scope of work and deliverables as specified in **Table 6** above.

Table 10: Pricing table technical advisory (the rates)

Stages	Technical Advisory (ZAR)
Stage 1	
Stage 2	
Stage 3	
Stage 4	
Stage 5	
Stage 6	
Total (ZAR)	

APPENDIX 1: 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		
Education		
Date Obtained	Institution	Degrees (s) Obtained

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:
.....
.....

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

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

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

3 DECLARATION

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

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

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.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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	<p>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 <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Annexure D

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure E

Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure F

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure G

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

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
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SMS : 33490