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**REQUEST FOR PROPOSALS**

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA</b>	
<b>BID NUMBER:</b>	<b>RFP 118/2019</b>
<b>NON-COMPULSORY BRIEFING DATE</b>	<b>03 July 2019</b>
<b>NON-COMPULSORY BRIEFING TIME AND VENUE</b>	<b>11:00 AM AT DBSA MIDRAND</b>
<b>CLOSING DATE:</b>	<b>23 July 2019</b>
<b>CLOSING TIME:</b>	<b>11H00</b>
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	<b>90 days</b>
<b>DESCRIPTION OF BID:</b>	<b>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TECHNICAL ASSISTANCE TO METROS TO PROMOTE INWARD INVESTMENT THROUGH STRATEGICALLY LOCATED INDUSTRIAL NODE / PARK REGENERATION</b>

<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand For Attention: <b>Ms L Moloji</b>  <b>NB: Bidders must ensure that they sign the register at the DBSA when submitting the Bids.</b>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	

**TABLE OF CONTENTS**

Part A: Invitation to Bid	4
Part B: Checklist of Compulsory Returnable Schedules and Documents	6
Part C: Specifications, Conditions of tender and Undertakings by Bidder	7
Part D: Terms of Reference	32
Annexure A	32
Annexure B	42
Annexure C	44
Annexure D	45
Annexure E	49
Annexure F	54
Annexure G	56
Annexure H	53
Annexure I	54
Annexure J/A	55
Annexure K	62
Annexure L	57
Annexure M	58

PART A: INVITATION TO BID

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

BID NUMBER: **RFP 118/2019**  
**NON-COMPULSORY BRIEFING:** 03 July 2019 at 11am  
 CLOSING DATE: **23 July 2019**  
 CLOSING TIME: 11H00

**DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TECHNICAL ASSISTANCE TO METROS TO PROMOTE INWARD INVESTMENT THROUGH STRATEGICALLY LOCATED INDUSTRIAL NODE / PARK REGENERATION**

The successful Bidder will be required to conclude a service level agreement with the DBSA

**Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover page of this document). If the Bid is late, it will not be considered for evaluation.**

**The Bid box is open during office hours (08:00 – 16:30) Monday to Friday.**

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.

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>	
<b>POSTAL ADDRESS:</b>	
<b>STREET ADDRESS:</b>	
<b>CONTACT PERSON (FULL NAME):</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	

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

**PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS****Please adhere to the following instructions**

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

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

**YES      NO**

<input type="checkbox"/>	<input type="checkbox"/>	One (1) original Bid document plus one (1) copy (clearly marked as original and copy) separated into separate envelopes for Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Specifications, Conditions of tender and Undertakings by Bidder
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A/J:</b> Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> SBD2 - Tax Clearance Certificate Requirement/ Tax Pin
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G:</b> SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H:</b> 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"/>	<b>Annexure I:</b> Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure J (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure K:</b> Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure L:</b> General Condition of Contract
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure M:</b> Supporting documents - CSD Registration Summary Report

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

### **1. DEFINITIONS**

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 26.4 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 amended in 2017.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, as amended in 2017 published in terms of the PPPFA.
- 1.18 **Price and Preferential Points Assessment** means the process described in clause 26.5 of this Part C, as prescribed by the PPPFA.
- 1.19 **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.
- 1.20 **Qualifying Criteria** means the criteria set out in clause of this Part C.
- 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 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.30 **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.
- 1.31 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## 2. INTERPRETATIONS

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

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

## 3. TENDER MANAGER

The Tender Manager is:

**Lungi Moloji**



DBSA Supply Chain Unit

**Email: Lungiscm@dbsa.org**

No questions will be answered telephonically.

#### 4. SUBMISSION OF TENDERS

4.1 Hardcopies of Tenders are to be submitted to:

Physical Address of Tender Box	Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand
Hours of access to Tender Box	Monday to Friday: 08h00 to 16h30
Information to be marked on package containing Tender	DBSA SCM Unit RFP Ref. No. <b>118/2019</b> Name of Bidder For Attention: <b>Ms L Moloji</b> Indicate whether envelope pertains to "Qualifying Criteria and functional assessment"; or "price and preference points"

4.2 Bidders are to provide one (1) original and one (1) hard copies of the Bid. The technical information should be separated from the price information.

4.3 **Note: This Tendering Process will use a two envelope system i.e. Bidders must submit the Qualifying Criteria and functional proposal in one envelope (together with relevant copies) and pricing and preference points proposals in a separate envelope (together with the relevant copies). BOTH ENVELOPES MUST BE CLEARLY MARKED. Should you fail to adhere to this, the bidders will be disqualified.**

#### 5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

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

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

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

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

## **6. STATUS OF REQUEST FOR PROPOSAL**

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

## **7. ACCURACY OF REQUEST FOR PROPOSAL**

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

## **8. ADDITIONS AND AMENDMENTS TO THE RFP**

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

- 8.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

## **9. REPRESENTATIONS**

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

## **10. CONFIDENTIALITY**

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

## **11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

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

## **12. UNAUTHORISED COMMUNICATIONS**

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

## **13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

## **14. ANTI-COMPETITIVE CONDUCT**

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

## **15. COMPLAINTS ABOUT THE TENDERING PROCESS**

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

## **16. CONFLICT OF INTEREST**

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

## **17. LATE BIDS**

- 17.1 Bids must be 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 regards 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 Bidders with annual total revenue of R10 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 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy 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 – Responsiveness - compliance criteria

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

### 26.1.2 Second stage – functional evaluation

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

### 26.1.3 Third stage – price and preferential points

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

26.1.3.2 The successful Bidder will be the Bidder that scores the highest number of points in the 3rd (third) stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP”

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

### 26.3 First Stage: Responsiveness

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage envelope (Functionality & Price In the case of Functionality requirement)	Pre-Qualifier	Y
2	The Project lead , if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must ensure that atleast one of the proposed team members is an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	Y

- Submission of mandatory documents (Tax Pin, BBBEE Certificates, Standard bidding documents and CSD registration).

26.3.1 Registration on the central supplier Database (CSD) site of the National Treasury is a compulsory requirement for a bidder to conduct business with the DBSA. The onus is on each bidder to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in Annexure M.

#### 26.4 **Second Stage: Functional Criteria**

26.4.1 Copies of CVs, qualifications and certificates.

26.4.2 Relevant documentation and proof of qualification according to the tender specification must be submitted to demonstrate capacity and ability to meet the expertise requirements of the programme

The following evaluation criteria will be applied in evaluating the functionality of tenders. **The professional team should have the relevant qualifications, practical understanding and demonstrated competence in:**

- **City economic development, analysis and planning**
- **Municipal planning and land use management**
- **City regulatory environment**
- **Urban management**
- **Stakeholder engagement and facilitation**

It is anticipated that this assignment will be largely undertaken by a Professional Team of Individuals led by the Project Lead

#### **Submission Requirements**

Service providers when submitting their proposals must observe the following minimum requirements:

- a) Submissions of proposals must be by individual professional service providers and/or a company.
- b) Curriculum vitae must be submitted for individuals and must have at least three contactable referees.
- c) Work experience referenced on the curriculum vitae must be accompanied by relevant contactable referees
- d) Submissions must include certified certificates of qualifications of individual professional service providers
- e) **BBEE Certificates information should be included in the technical envelope and not price envelope.**

### **Evaluation processes and methodology**

- The evaluation process will be conducted at two levels, technical and financial. For the technical evaluation, proposals must meet a minimum score of 70 out of 100.
- Any proposal not meeting the minimum score of **seventy percent** on the technical evaluation will not proceed to be evaluated further for price and preference.

#### **The project lead would require a relevant qualification as outlined below:**

- A Masters' degree in Development Studies, Economics or Town Planning
- A minimum of 8 years' experience in local economic research
- Experience in using Business Retention & Expansion or similar research methodologies
- Demonstrated experience of the national and local government legislative and policy context pertain to economic development and industrial parks
- Strong participatory research and analytical skills
- Excellent communication and stakeholder facilitation skills
- Excellent programme and project management skills
- Demonstrated resource mobilisation skills
- In-depth knowledge of local government financing instruments

### **Detailed Scope**

The Service Provider will be required to perform the following main activities:-

- Compile Project initiation
- Conduct Business Retention & Expansion and Planning Exercise
- Undertake the Business Retention & Expansion survey and compile the report
- Convene Stakeholder Feedback and development of an Action Plan
- Facilitate Resource Mobilisation and Planning and Budgeting Alignment
- Establishing institutional arrangements
- Develop Industrial Node / Park Action Plan and Project Implementation and Management
- Review, Reflection and Re-Design

### **Required expertise**

**A service provider with professional team** with the skills set requirements as set out below:

- **Development economist/s**
  - A Masters' degree in Development Studies, Economics or Town Planning
  - A minimum of 8 years' experience in local economic research
  - Experience in using Business Retention & Expansion (BR&E) or similar research methodologies
  - Demonstrated experience of the national policy context
  - Strong participatory research and analytical skills

- Excellent communication and stakeholder facilitation skills
- **Spatial planner/s**
  - A Masters' Degree in Town and Regional Planning
  - A minimum of 5 years' experience in spatial and/or development planning within the local government sector
  - An extensive understanding of development and spatial challenges facing South African cities
  - Demonstrated experience of the national policy context
  - Strong participatory research and analytical skills
  - Excellent communication and stakeholder facilitation skills.
- **Governance expert/s**
  - A post-graduate degree in Public Administration
  - A minimum of 5 years' experience in City or municipal governance
  - An extensive understanding of development and spatial challenges facing South African cities
  - Demonstrated experience of the national policy context regarding urban management
  - Strong participatory research and analytical skills

26.4.1 The Functional Criteria that will be used to test the capability of Bidders are as follows:

Category	Functionality Criteria	Point (Maximum)
1.	<b>Track record and experience in similar work and demonstrated practical knowledge</b>	45
2.	<b>Skills available, including qualifications of core team and demonstrated practical knowledge</b>	20
3.	<b>Approach and understanding of the brief:</b> <ul style="list-style-type: none"> <li>● Clear understanding of the project objective and key deliverables</li> <li>● Concise and logical conceptualize of the relevant outcomes</li> <li>● Practical and innovative institutionalization of the project implementation plan</li> </ul>	35
<b>TOTAL</b>		<b>100</b>

26.4.2 A minimum of **70** points out of a 100 for the functional/ evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential points evaluation. Bidders that do not score **70** points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

## 26.5 **Third Stage: Price and Preferential Points Assessment**

26.5.1 Subsequent to the evaluation of Qualifying Criteria and functional criteria, the third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

### 26.5.2 **Price points**

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

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

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

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

### 26.5.3 **Preferential procurement points**

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

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

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

### 26.5.4 **Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

## **27 STATUS OF BID**

- 27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 27.2 A Bid must not be conditional on:
- 27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
  - 27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
  - 27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
  - 27.2.4 the Bidder obtaining the consent or approval of any third party; or
  - 27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 27.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 27.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

## **28 CLARIFICATION OF BIDS**

- 28.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 28.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

## **29 DISCUSSION WITH BIDDERS**

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

- 29.2 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 29.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
  - 29.3.1 conduct a site visit, if applicable;
  - 29.3.2 provide references or additional information;

### **30 SUCCESSFUL BIDS**

- 30.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 30.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 30.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

### **31 NO OBLIGATION TO ENTER INTO CONTRACT**

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

### **32 BIDDER WARRANTIES**

- 32.1 By submitting a Bid, a Bidder warrants that:
  - 32.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - 32.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

- 32.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 32.1.4 it accepts and will comply with the terms set out in this RFP; and
- 32.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

### **33 DBSA'S RIGHTS**

- 33.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
  - 33.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - 33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 33.1.3 vary or extend any time or date specified in this RFP
  - 33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
  - 33.1.5 require additional information or clarification from any Bidder or any other person;
  - 33.1.6 provide additional information or clarification;
  - 33.1.7 negotiate with any one or more Bidder;
  - 33.1.8 call for new Bid;
  - 33.1.9 reject any Bid received after the Closing Time; or
  - 33.1.10 reject any Bid that does not comply with the requirements of this RFP.

### **34 GOVERNING LAWS**

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

### **35 MANDATORY QUESTIONS**

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



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

**35.1.1**

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

**35.1.2**

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

**35.1.3**

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

**35.1.4**

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

**35.1.5**

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

**35.1.6**

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

**35.1.7**

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

**35.1.8**

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

**35.1.9**

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

**35.1.10**

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

**35.1.11**

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

**35.2**

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

**35.2.1**

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

**35.2.2**

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

**35.2.3**

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

**35.2.4**

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

**35.2.5**

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

**35.2.6**

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

**35.2.7**

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

**35.2.8**

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

**35.2.9**

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

**35.2.10**

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

**35.2.11**

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

**35.2.12**

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

**35.2.13**

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

**35.2.14**

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

**35.2.15**

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

**35.2.16**

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

Date

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Name of signing person (in block letters)

---

Capacity

---

Are you duly authorized to sign this Bid?

---

Name of Bidder (in block letters)

---

Postal address (in block letters)

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

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

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

Cell Number: .....

Email Address.....

## **PART D: TERMS OF REFERENCE & PROJECT BRIEF**

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### **TERMS OF REFERENCE**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TECHNICAL ASSISTANCE TO METROS TO PROMOTE INWARD INVESTMENT THROUGH STRATEGICALLY LOCATED INDUSTRIAL NODE / PARK REGENERATION**

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### **1. Introduction**

#### **1.1 Background to the Cities Support Programme**

South African cities continue to face significant development challenges, despite progress in expanding access to basic services. They are highly and visibly inequitable environments that exclude poor people from social and economic participation, evident in the:

- a) Current pace of urban population growth that is outstripping economic growth.
- b) Persistence of Apartheid patterns of spatial segregation and exclusion, with poor people located in peripheral areas far from social and economic opportunities.
- c) Failing urban public transport, land and housing delivery systems; and
- d) Exacerbation of these inequalities by climate change

The ability of cities to respond to these challenges is weakened by macro economic growth constraints. The underlying imperative of the Cities Support Programme (CSP 2) is therefore to improve the prospects for inclusive economic growth in cities, and to help them respond to the development challenges they face.

The CSP is a demand-driven, “umbrella” programme that seeks to enable cities to better support urban economic growth. Its focus is targeted on (i) creating an enabling intergovernmental environment; (ii) developing fiscal policy incentives for change and (iii) providing city implementation support. The programme outcome is therefore focused on improving performance and strengthening governance to ultimately result in improved and inclusive economic growth. The CSP has five distinct but aligned components of support work, namely Core City Governance, Human Settlements, Public Transport, Climate Resilience and Sustainability, and Economic Development.

With specific reference to this ToR, research was undertaken during the first phase of the CSP (CSP 1) regarding township economies, that included a focus on industrial hubs. The need to regenerate well-located and underperforming industrial nodes / parks was highlighted as an intervention that would support economic growth, employment generation and economic inclusion.

#### **Background to this Terms of Reference**

Under apartheid, townships were designed to exist at a distance from economic opportunities, as dormitory towns for labour. As a result, transport costs as well as the time spent traveling add economic and social costs to the cost of labour: with both these costs reducing aggregate productivity. Some strategies to address this focus on improved, more affordable transport linkages.

This is important for moving people to where the jobs are. But there also scope to retain jobs that are well located in terms of where people are living. The regeneration of under-performing and poorly managed industrial nodes/parks adjacent to townships is one approach to trying to do so.



Industrial nodes / parks are areas that are zoned for industrial and light manufacturing activity, intended to enable efficient and effective delivery of core services required for business – in the process, enhancing their scope for growth. Over the years, many such hubs have been developed – some dating back several decades. Within the industrial nodes, there is an expectation that ‘agglomeration effects’ will enhance productivity, due to the greater effects and economies of scale that arise when many firms operate in close proximity to each other. So, for example, such proximity – or agglomeration – of firms is expected to create efficiencies in the delivery of public services such as electricity, water and public transport. In the process, such hubs also create economies of scale for support firms in the services sector – across a spectrum that includes cleaning, catering and private security as well as more specialised but also generic services such as IT support and accounting services. These effects can be enhanced when firms within the same sector or value chain start to cluster together – competing but also co-operating in relation to shared needs, such as in relation to training, product development and specialist maintenance of machinery.

While this potential is a reality, there are a range of contextual challenges that negatively affect the productivity and performance of these industrial spaces. Such challenges related to: unstable electricity supply, connectivity, poor service delivery (e.g. roads poorly maintained, street lights not functioning etc), safety and security concerns, and restricted public transport linkages limiting capacity to operate shift systems. In work undertaken by the Centre for Competition, Regulation and Economic Development (CCRED) in Johannesburg it was found that these challenges were worst in the nodes adjacent to townships, where these nodes were often ‘neglected’.

The research showed that “getting the basics right” in these nodes often included:

- Addressing issues causing power outages
- Addressing security concerns
- Maintaining and extending infrastructure
- Encouraging the formation of business associations and partners to address problems in a structured way, giving feedback and progress reports
- Consulting firms about public transport constraints and lead the development of solutions
- Identifying and servicing vacant land for industry expansion adjacent to where people live
- Exploring the scope for cluster development strategies that unlock new levels of efficiency and innovation – learning from what cities have already done, including in Johannesburg, Ethekeini and Cape Town.

The findings of this research strongly argued that getting the basics right in industrial nodes adjacent to townships is vital to enabling employment growth – which is typically easier to achieve through supporting the growth of existing firms than through the establishment of new ones. The research forms the basis for the request for assistance regarding industrial park regeneration.

## **2. Request for Assistance**

The CSP 2 requires a suitably qualified service provider (team of individuals, with an overall team lead) to take forward the recommendations of the CSP 1 research through providing technical assistance to metros in the development, implementation and institutionalisation of industrial node/park regeneration strategies and programmes.

The intended beneficiaries will be 4 metros that demonstrate the willingness to buy-in to the entire industrial node / regeneration project CSP 2 process. This process is outlined below and will include the resourcing of certain of the identified projects, planning and budgetary alignment, setting up the required urban management and other institutional arrangements to institutionalise the industrial park revitalisation

programme and learning from the experience so that it informs the City's broader approach to well-located industrial nodes. The cities will need to delegate appropriate officials to work alongside the service provider (team of individuals, with an overall team lead) in the undertaking of the entire process.

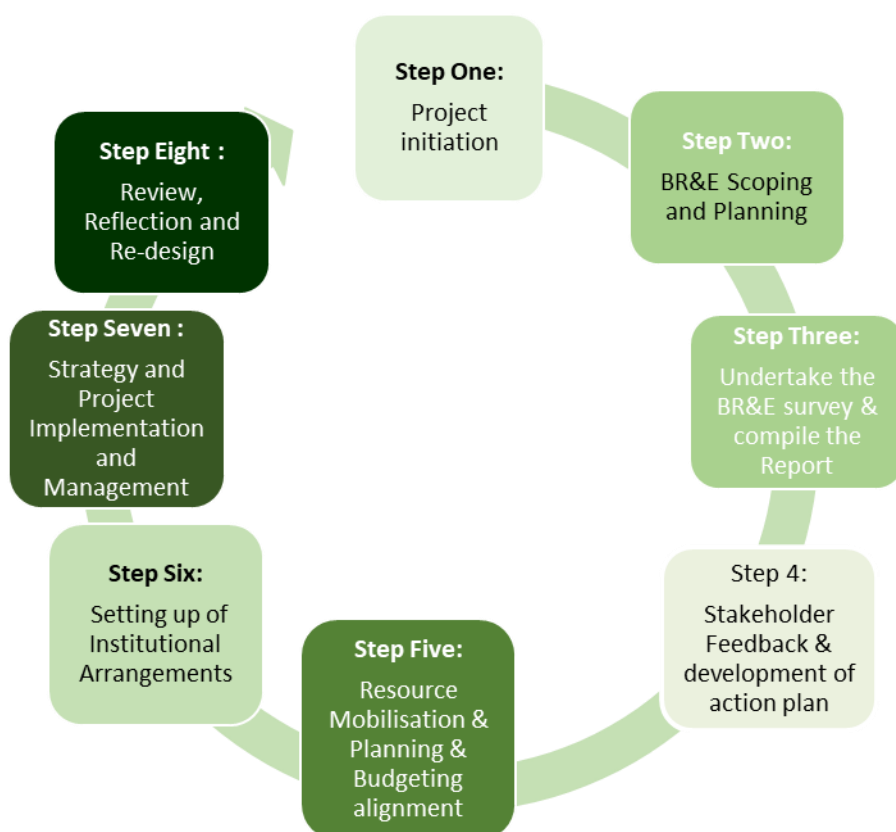
Please note that the 4 metros and industrial nodes / parks have not been identified upfront. The sites will be selected in consultation with the metros. The service provider will be required to budget flexibly considering that these decisions still must be made.

### 3. Main Activities

The objectives of the industrial node/park regeneration programme are to build the capacity of cities to:

1. Retain and expand investment by firms through "getting the basics right";
2. Retain and expand employment opportunities in proximity to townships and informal settlements;
3. Put in place institutional urban management mechanisms to ensure the effective and ongoing management of these spaces;
4. Build community awareness regarding the value of these spaces in terms of employment generation and economic inclusion and development; and
5. Build local business networks to facilitate access to available incentives, markets and business support.

Figure 1 outlines the proposed steps and main activities that would be required within a process to ensure that the industrial park regeneration project is successfully delivered within each participating city.



The process steps are discussed in some detail below. The estimated time for each step is provided, although it is understood that some of the steps, particularly those related to project packaging, resource mobilisation and implementation, may run concurrently or at different speeds for different industrial parks. The overall time-frame for the implementation of the industrial park regeneration programme is 3 years, with a possible extension for a further two years. The service provider, however, will be required to submit a costing for a 3-year programme.

This process must be implemented in the identified industrial nodes /parks in each of the 4 metros:

### **Step 1: Project initiation: 2 Months**

This step will include project initiation focused on finalising the contractual agreement with CSP 2 and the DBSA and putting in place project agreements with the 4 participating cities.

### **Step 2: BR&E Scoping and Planning: 3 Months**

The overall aim of the BR&E exercise should be to retain and expand local business through creating a more enabling environment for them to compete and by doing so to train existing employment opportunities and create sustainable new jobs. The service provider (team of individuals, with an overall team lead) would be required to support the 4 participating cities in the conducting of Business Retention and Expansion (BR&E) exercises in the targeted industrial nodes / parks. The service provider can propose an alternative methodology that will deliver the same results.

The BR&E methodology involves the service provider and City:

1. Setting up a Business Retention and Expansion BR&E reference group representative of firms, organised business, labour and communities adjacent to or in proximity of the industrial node/park;
2. Planning for the undertaking of the Business Retention and Expansion BR&E survey. It is assumed that the service provider with the participation of the reference group will administer the BR&E survey.
3. Undertaking of the Business Retention and Expansion BR&E survey through face-to-face interviews. It will be important to survey at least 90% of firms or a maximum of 100 firms within the industrial node/park.

The BR&E survey should at least cover:

- The current profile and performance of local firms (i.e. in terms of sector and sub-sector; exporter/non-exporter; ownership (domestic / foreign); size of labour force; profile of the labour force – gender /skills and the source of the labour; and trends relating to turnover and employment levels);
- Reasons for the location of firms within the industrial node / park and the length of stay / age of firms within the industrial node / park;
- The experience of firms of their business environment (i.e. locational advantages and disadvantages per sector / sub-sector);
- The value chain and spatial linkages of these firms (e.g. nature and location of major and minor markets, suppliers, services and competitors);
- The future plans of firms (i.e. planned investments; plans to stay or leave; plans to grow, shrink or stay the same) and the reasons for these plans;
- The institutional and regulatory environment in which the firms operate –at City/provincial and national levels and the impact thereof on the firms.

- Business perceptions of the main factors that impact on their firm-level performance at different stages of development (start up; establishment, growth etc) within the industrial node / park;
- Business satisfaction with municipal service delivery (e.g. cleansing; water services; electricity; waste management; public transport; traffic; safety and security; development approvals; fire services; street names; service charges etc);
- Business perceptions of the functioning of the property market in the industrial node /park and in the labour sourcing communities;
- Access to finance, incentives and business support and business perceptions thereof (e.g. dti income tax and sector specific incentives; business start up support schemes; business financing agencies; private sector business support schemes; mentorship programmes; technology development; enterprise investment; small business support agencies; BEE supplier development programmes; BEE empowerment programmes; risk capital and equity finance; business linkages and matching; job creation programmes; export marketing; infrastructure support);
- Levels of firm-level networking;
- Quality of labour relations;
- Identification of local business needs and priorities; and
- Proposed institutional arrangements for effective management of the industrial park.

### **Step 3: Undertake the BR&E survey and compile the report: 4 months**

Step 3 in the process is to undertake the survey and to compile the BR&E report that outlines the survey results. The survey must be undertaken through face-to-face interviews. As stated earlier, it can either be undertaken by reference group members or a service provider team depending on local circumstances. The survey results should be collated in an analytical survey report prepared.

The survey report should include:

- The methodology followed;
- The scope and limitations of the BR&E study
- The survey findings;
- Business proposals that had emanated from the research; and
- Recommendations from the research.

Annexures to the research should include the: survey questionnaire; stakeholder and firm database; and information regarding available business support and incentives.

The service provider will be required to develop a Knowledge Product on the BR&E planning and surveying process in order to share learnings across metros and other municipalities. This knowledge product should include the range of support instruments that firms are currently accessing and their experiences thereof.

### **Step 4: Stakeholder Feedback and development of an Action Plan: 4 months**

The service provider, together with the City officials and BR&E reference group will be required to convene a stakeholder engagement workshop where the findings and recommendations of the BR&E exercise will be presented for testing, verification and additions.

The aim of the workshop will be to:

- Achieve consensus on the study findings and recommendations;
- Agree on the required regeneration actions;

- Prioritise these actions and set up project teams, inclusive of the public and private (and civil society where relevant) sectors, to facilitate the implementation of these actions; and
- Agree on the required institutional mechanisms to ensure the regeneration of the industrial parks e.g.
  - City precinct management entity
  - Business Forum
  - Broader stakeholder forum
- The service provider will also be required to design and implement a broader community stakeholder awareness strategy that will generate with the residents of adjacent communities an understanding of:
  - The perceived and real “value” of the industrial node / park;
  - Challenges facing the industrial node /park and what actions need to be taken;
  - Opportunities desired and offered by the industrial node /park; and
  - Community offerings and responsibilities towards the industrial node / park.

Where relevant community stakeholders could be included within the project teams that have been set up for the revitalisation of the industrial park

#### **Step 5: Resource Mobilisation and Planning and Budgeting Alignment: 4 months**

The service provider and City officials will be required to facilitate a process whereby the project teams:

- Consult relevant project public, private and community stakeholders to further conceptualise projects (Note: these projects could be identified from a range of sectors and could be investments in both hard and soft infrastructure e.g. public employment programmes, public transport, improved municipal service delivery, safety and security, skills development, SMME support, cluster development, infrastructure improvements and maintenance etc);
- Identify project financing and implementation mechanisms (e.g. City own revenue, conditional grants, government programmes (e.g. DTI, Economic Development and Small Business), government incentives, loans, donor funds, private sector funds, equity partners, community contributions etc). Different municipal conditional grants should be considered based on their relevance, e.g. the ICDG, USDG, PTNG, and the INEP;
- Identify technical and financial resource partners (could be from the public, private or civil society sectors) for the projects; and
- Package projects in terms of the requirements of the city or relevant financing partner.

The service provider and City officials will need to undertake a planning and budgeting alignment process with:

- The metro IDP, sector plans and budgets;
- National and provincial Annual and Medium Terms Plans; and
- Parastatal annual and multi-year plans and budgets.

The service provider and City officials will need to facilitate the formal adoption of the Industrial Node / Park Revitalisation Action Plan by senior management and the political leadership.

The service provider will be required to develop a Knowledge Product on the approach adopted towards resource mobilisation and planning and budgeting alignment in order to share learnings across metros and other municipalities.

### **Step 6: Setting up of institutional arrangements: 5 months**

The service provider will be required to work with the City to establish the required institutional arrangements to implement the revitalisation of its industrial node / park. These institutional arrangements may be required at different levels, e.g.:

- City level – transversal management teams may be required for the industrial node / park;
- Project-level – the role and longevity of the project team is to be clarified;
- Industrial park / node -level – appropriate urban management entities should be identified and assessed;
- Stakeholder / inter-governmental co-ordination level – this may take place through existing City area-based management structures or through the identification of other appropriate mechanisms; and
- Integration Zone level – it may be necessary to set up institutional arrangements that facilitate the integration of the industrial park within its broader Integration Zone.

The City's political and administrative buy-in for these institutional arrangements must be secured. This step is critical to ensure that the gains made through the implementation of the Industrial Node / Park Revitalisation Action Plan are secured and that the effective management of the industrial node / park will be ongoing and will not terminate with the service provider's contract.

The service provider will also be required to train and build capacity of identified officials within the 4 metros to undertake similar BR&E processes in other industrial nodes.

The service provider will be required to develop a Knowledge Product on the approach adopted towards the setting up of institutional arrangements for the implementation of the Industrial Node / Park Revitalisation programme in order to share learnings across metros and other municipalities.

### **Step 7: Industrial Node / Park Action Plan and Project Implementation and Management: (Duration of the contract)**

The service provider will be required to facilitate, together with relevant City officials, the co-implementation of the overall Industrial Node / Park Revitalisation Action Plan and the projects. This will require the service provider to:

- Track programme and project implementation;
- Engage the relevant institutions responsible for project implementation on progress and to ensure that the projects are achieving their desired outputs and outcomes;
- Unblock any obstacles to project implementation through engagement with relevant authorities; and
- Report on progress regarding the implementation of the Action Plans and projects to the relevant City, inter-governmental and CSP structures.

The service provider will be required to develop a Knowledge Product on the approach adopted towards the implementation of the Industrial Node / Park Action Plans and projects and lessons learnt in order to share learnings across metros and other municipalities.

### **Step 8: Review, Reflection and Re-Design: 3 months**

This step will require the service provider to engage stakeholders that were involved in the planning and implementation of the Industrial Node / Park Action Plans regarding the:

- Strengths and weaknesses of the BR&E planning and surveying process;
- The outputs and impacts that have been achieved through the process;
- Opportunities to improve the process;

- Success at institutionalising the Industrial Node / Park Action Plans and projects; and
- Opportunities to upscale the process and institutionalise the approach within Cities and other spheres of government.

The evaluation must reflect on whether the objectives of the programme were met, namely:

1. Retain and expand investment by firms through “getting the basics right”;
2. Retain and expand employment opportunities in proximity to townships and informal settlements;
3. Put in place institutional urban management mechanisms to ensure the effective and ongoing management of these spaces;
4. Build community awareness regarding the value of these spaces in terms of employment generation and economic inclusion and development; and
5. Build local business networks to facilitate access to available incentives, markets and business support.

The service provider will be required to produce a reflection report with recommendations to the City for the re-design and process followed for the institutionalisation of the Industrial Node /Park Revitalisation approach.

### 3.1 Monthly and exit reporting

The service provider (team of individuals, with an overall team lead) will also be required to generate annually:

- by the 28th of the first month, an inception report, setting out how the project will proceed;
- by the 28th of each following month, monthly progress reports, on progress towards achieving the above objectives;
- by the 28th of the 6th month, a report specifying the work done to date, the outputs generated, the institutions and individuals consulted, and the nature of the recommended Strategy.
- by the 28th of the 12<sup>th</sup> month, a report setting out how the implementation steps of the project will proceed;

A close out report is required by the 28th of the 36th month, where a formal Industrial Node/Part regeneration programme completion report and overall exit report is produced, specifying the work done, the outputs generated, the institutions and individuals consulted, overall successes and failures, lessons learnt, and recommendation for future programmes

## 4. Anticipated Level of Effort and deliverables required

The appointment period will be until 30 March 2022.

It is anticipated that the total level of effort will be 1033 working days, as follows:

Step 1 Project Initiation (i.e. Inception Meetings and Report & setting up of city agreements)	15
Monthly, Quarterly and Close-Out Project Reporting	20
Project administration	108
Step 2: BR&E Scoping and Planning	50
4 BR&E reference groups in place BR&E Survey approved by client	
Step 3: Undertake 4 BR&E Surveys and compile 4 Reports	200
4 BR&E surveys completed 4 BR&E survey reports completed	

## Knowledge Product # 1

Step 4: Stakeholder Feedback and development of 4 Action Plans	40
4 stakeholder feedback sessions completed	
4 Action Plans completed	
Agreed institutional arrangements for 4 industrial nodes / parks	
Community engagement strategy implemented	
Step 5: Resource mobilisation and planning and budgeting alignment	200
Packaged projects (at least 6 per industrial node/ park)	
Identification of project financing and implementation mechanisms for all projects	
Evidence of public sector planning and budgeting alignment (i.e. inclusion of projects in plans and budgets)	
Formal adoption by the 4 cities' Administrative and Political Leadership of the Industrial Node / Park Revitalisation Action Plans	
Knowledge Product # 2	
Step 6: Setting up of Institutional Arrangements	150
4 City level industrial node / park institutional arrangements	
Project level institutional arrangements in place for all projects	
4 industrial node /park level urban management arrangements in place	
4 stakeholder / inter-governmental co-ordination arrangements in place	
IZ co-ordination arrangements in place where required	
Evidence of City administrative and political buy in of these institutional arrangements (i.e MAYCO or Council decisions)	
Evidence of capacitation of City officials in all 4 metros by the service provider	
Knowledge Product # 3	
Step 7: Industrial Node /Park Action Plan and Project Implementation and Management	200
Programme and project implementation tracking system in place	
Programme management arrangements in place	
Progress reporting to relevant City and inter-governmental and stakeholder structures	
Knowledge Product #4	
Step 8: Review, Reflection and Re-Design	50
Review of the Industrial Node / Park Revitalisation programme in consultation with stakeholders within the 4 metros	
Consolidated Report on the Review, Reflection, Re-Design and Institutionalisation of the Industrial Node / Park Revitalisation programme Approach report	
Programme total	1033

The **total level of effort** therefore should **not exceed 1033 working days**, split across specialists, **over the period**, with some allowance for contingency days

If there is a requirement to expand services this can be discussed during the contract.

National Treasury shall, at its discretion, determine whether to extend the Industrial Node / Park Regeneration Programme by an additional 2 years at the end of year 3.

## 5. Remuneration

Service providers will be remunerated on a flat rate for the duration of the contract based on time and cost for work done at the hourly rate set out in the agreement.



## 6. Performance Management

The service provider will be contracted by National Treasury's CSP 2 through the DBSA. The service provider will report to the Economic Development Component Lead (Karen Harrison). The contract will be delivered between 1<sup>st</sup> August 2019 and 31<sup>st</sup> July 2022. The service provider will need to prepare a workplan that indicates the anticipated time-frames for delivery of this Industrial Node /Park Revitalisation Programme.

## 7. Logistic Support

The service provider will be expected to provide his or her own support services and equipment. The costs of any necessary flights and accommodation can be claimed from CSP on a monthly basis within the budget amount allocated to these services in the successful bid.

## 8. Submissions

Proposals to be addressed to: DBSA 1258, Lever Road, Midrand

The closing time for submissions **11H00 (Telkom time) on 23 July 2019**

Service providers are required to indicate key contact person and details for correspondence.

### INTELLECTUAL PROPERTY RIGHTS

- Insofar as may be necessary, the Service Provider assigns to the National Treasury the Intellectual Property rights in all present and future works which the Service Provider may be the author, which works were or are created, compiled, devised or brought into being during the course and scope of the Service Provider's rendering of Services to the National Treasury. No consideration shall be payable by the National Treasury to the Service Provider in respect of this assignment.
- All reports, manuals, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by the Service Provider or come into the Service Provider's possession during the course and scope of this Agreement, and all copies thereof, shall be the property of the National Treasury. Upon the date of termination of this Agreement, or earlier if required by the National Treasury, such documents and all copies shall be returned to the National Treasury.
- On termination of the anticipated agreement, the Service Provider shall deliver to the National Treasury all property in the Service Provider's possession or under her control belonging to the National Treasury or created in pursuance of the Service Provider's duties in terms of the anticipated agreement.

**Annexure A/J - Price proposal (please submit your own in a different envelope)**

The Pricing Proposal must be completed in full and included as Annexure A to all Bids submitted.

Professional fees must be included with the other fees e.g. disbursements.

The pricing for the project must be based on key milestones. The quotation should include the costs of all activities and related expenses expressed in South African Rand.

The quotation must be broken up into respective phases as outlined in this brief.

An indication of an hourly rate for all levels of staff and the team involved must be provided. The hours anticipated by each person listed is also required as a guideline for project implementation.

**Failure to include/attach pricing data in full may result in the disqualification of the Bid.**

## **Annexure B**

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

**This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.**

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**Note: Valid Tax Clearance Certificate is mandatory**

**DECLARATION OF INTEREST**

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

-the bidder is employed by the state; and/or

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

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

2.1 Full Name of Bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>1</sup>):  
.....

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

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

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<sup>1</sup> "Shareholder" means a person who owns shares in the company.

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

**2.7** Are you or any person connected with the bidder presently employed by the state?

<b>YES</b>	<b>NO</b>

2.7.1 If so, furnish particulars:

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

**2.7.2** If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

<b>YES</b>	<b>NO</b>

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

**2.8** Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

**2.9** Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

If so, furnish particulars:

<b>YES</b>	<b>NO</b>

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

**2.10** Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or

adjudication of this bid?

<b>YES</b>	<b>NO</b>

If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

<b>YES</b>	<b>NO</b>

If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY ON BEHALF OF THE BIDDER THAT THE INFORMATION FURNISHED IN THIS DECLARATION IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2011**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

## 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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



YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation

- Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

.....  
SIGNATURE(S) OF BIDDERS(S)  
DATE:.....  
ADDRESS.....  
.....

SBD 8

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **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><b>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?</b></p> <p>(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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.

**SBD 9**

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the 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.

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

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

.....  
SignatureDate

.....  
Position Name of Bidder

**Annexure H**

**certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation**

**Annexure I**

**certified copies of the latest share certificates of all relevant companies**

## **Annexure K**

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

Annexure L

[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 M**

### **CSD Registration Summary Report**

**REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD) SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON EACH BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF REGISTRATION ON THE CSD SITE IN THE FORM OF A REPORT AS PRESCRIBED IN THIS ANNEXURE.**