

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP 173/2023
COMPULSORY BRIEFING SESSION DETAILS:	Via Microsoft Teams. Use link below: Click here to join the meeting 16 August 2023 @10H00 -11H00 AM
CLOSING DATE:	29 August 2023 AT 23;55 PM
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE	120 days
DESCRIPTION OF BID:	THE APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDER (PSP) THE CONSTRUCTION OF SOLAR POWERED BOREHOLES INCLUSIVE OF A WATER TREATMENT SYSTEM IN THE KWAZULU NATAL (KZN) PROVINCE ALLOCATED PER DISTRICT.
BID DOCUMENTS ELECTRONIC SUBMISSION:	1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> ➤ Bidders are required to submit written requests for clarification via e-mail to tebogoSCM@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their s submission documents electronically. ➤ Written requests for clarification will be considered up to and including 25 August 2023 17:00 Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded. NB: Electronic submission is encouraged for all bidders interested in this tender. Closing date of this RFP 173_2023 is 29 August 2023 before 23:55.

	No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

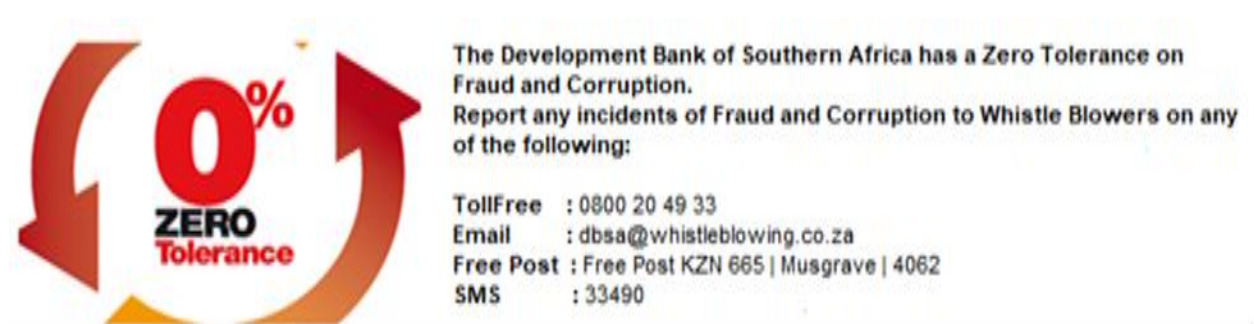


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It is expected timelines for the supply of the water tankers will be within 3 months from the time of appointment. The project durations are stated under the relevant project Scope of work. ...Error! Bookmark not defined.	
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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP 173_2023

DESCRIPTION: THE APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDER (PSP) THE CONSTRUCTION OF SOLAR POWERED BOREHOLES INCLUSIVE OF A WATER TREATMENT SYSTEM IN THE KWAZULU NATAL (KZN) PROVINCE ALLOCATED PER DISTRICT.

COMPULSORY BRIEFING: 16 August 2023 – Via Microsoft Teams

Time: 10H00 AM – 11H00 AM Johannesburg time

Closing time for the OneDrive Link submissions -16h00 on the 25TH of August 2023 (Telkom Time)

CLOSING DATE: 29 August 2023

CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

- a) It remains the bidder’s responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.

- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are
- f) technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

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

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM	

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]		
1..1.3	SIGNATURE OF BIDDER			
1..1.4	DATE			
1..1.5	FULL NAME OF AUTHORISED REPRESENTATIVE			
1..1.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) 1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
2. TAX COMPLIANCE REQUIREMENTS
2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE. 2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE. 2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

PART C

CHECKLIST OF 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; and
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

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

YES NO

☐
☐

One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – **Electronic submission**

☐
☐

Part A: Invitation to Bid

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☐

Part B: Terms and Conditions of Bidding

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Part C: Checklist of Compulsory Returnable Schedules and Documents

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Part D: Conditions of Tendering and Undertakings by Bidders

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☐

Part E: Specifications/Terms of Reference and Project Brief

☐
☐

Annexure A: Price Proposal Requirement

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☐

Annexure B: SBD4 Declaration of Interest:

If providing services as a consultant to the DBSA, please state the particulars of any other services that the Supplier named above is currently

rendering to any other DBSA business units, DBSA Divisions, For purposes of this declaration a consultant is deemed to be a supplier that is providing DBSA with advice / contracted deliverables linked to specific technical and /or strategic issues that are core to DBSA's approved strategic direction, and /or where the services of a registered professional are required (e.g. attorneys, auditors, engineers etc.)

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Annexure C: SBD6.1 and B-BBEE status level certificate |
| ☐ | ☐ | Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation |
| ☐ | ☐ | Annexure G: Certified copies of latest share certificates, in case of a company. |
| ☐ | ☐ | Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium. |
| ☐ | ☐ | Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria. |
| ☐ | ☐ | Annexure J: General Condition of Contract |
| ☐ | ☐ | Annexure K: CSD Tax Compliance Status and Registration Requirements Report |
| ☐ | ☐ | Annexure J: KfW Declaration of Undertaking |

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations,2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.

- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause **Error! Reference source not found.** (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.

- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: tebogoSCM@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **16 August 2023** – Via Microsoft Teams

Time: 10H00 AM - 11;00 AM Johannesburg time

[Click here to join the meeting](#)

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

phone number). The nomination shall be sent to the Tender Officer via email tebogoSCM@dbsa.org by latest on 25 August 2023 at 23:55 prior to expiry of the deadline for submission.

CLOSING DATE: **29 August 2023**

CLOSING TIME: 23H55

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
 - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 5.4.2 the Tendering Process; and
 - 5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information

communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

14. ANTI-COMPETITIVE CONDUCT

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

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

16. CONFLICT OF INTEREST

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

arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

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

17. LATE BIDS

- 17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

- 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 18.1.6 submitting all Compulsory Documents.
- 18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1 Bidders must ensure that:
 - 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
 - 22.2.1 the Bidder is not engaged to perform under any contract; or
 - 22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
 - 23.1.1 as required by law;
 - 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

- 26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

7. Responsiveness

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders Folder 1 – Pre-qualifying and Functionality proposal. Folder 2 - Pricing proposal	Pre-Qualifier	N
2	Attendance registers for Compulsory Briefing session.	Pre-Qualifier	Y

3	Requirements for Key Personnel - Civil Engineer (Pr.Eng. / Pr.Technologist - ECSA) – 5 Years' Experience - Geohydrologist – Pr.Sci.Nat – SACNASP– 5 Years' Experience - Electrical Engineer (Pr.Eng. / Pr.Technologist - ECSA) – 5 Years' Experience - Mechanical Engineer (Pr.Eng. / Pr.Technologist - ECSA) – 5 Years' Experience - Construction Health and Safety Manager (Pr.CHSM - SACPCMP) – 5 Years' Experience <i>(CVs with detailed experience is the Pre-Qualifier, however the Proof of Registration with a recognized professional body/ institution, is part of the Qualifications under Part B below)</i>	Pre-Qualifier	Y
4	ISO 9001 Quality Management Standard.	Pre-Qualifier	Y

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

	Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)
7	Standard conditions of tender as required.	48 hours	Y
8	Returnable documents completed and signed.	48 hours	Y
9	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) providing the MAAA number	7 working days	Y
10	Provide a valid Tax Compliance Status Pin issued by SARS	7 working days	Y
11	Valid & Active CIDB contractor grading designation of 3CE/EB or higher	7 working days	Y

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

26.1.2 Second Stage – Eligibility criteria

26.1.1 Only those Bidders which satisfy and adhere to all responsiveness criteria will proceed for further evaluation.

26.1.2 Third Stage – price

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

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

Stage 4 : Objective Criteria & Risk Analysis

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the PPPFA Regulations of 2022, in order to ascertain suitability for award.
- i) **If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of appointment to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.**
 - ii) **Tenderers must be registered with the National Treasury Central Supplier Database compliant.**
 - iii) No misrepresentation in the tender information submitted.
 - iv) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
 - v) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
 - vi) Convicted by a court of law for fraud and corruption.
 - vii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
 - viii) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
 - ix) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may

be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk.

x) In terms of unduly high Tendered amounts in the Tender offer, refer to the PPR2022

xi) PEP Check and Procure Check to be initiated and if negative, may result in exclusion.

Additional Conditions of Tender.

- b) Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:
- i) The contents of project specific tender returnable will be assessed i.e. project specific resources, professional indemnity insurance other insurance required, professional registration, approach and methodology which are to be included in the contract, if Main Contractor
 - ii) It is the intention of the DBSA to award **one district per bidder**, and up to a **maximum of two districts**, under the tenders RFP 155/2023. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
 - Value for Money = Improved total cost.
 - Risk Allocation = Considering other awards made in programme, including the logistical allocation of other projects.
 - Risk Profile = Considering the profiles of entities, such as Procure Check, PEP Checks, Directorship and DBSA Project non-performance concerns etc.
 - iii. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
 - iv. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
 - v. The subsequent Appointment/Contract if successful, will be the full & final offer.
 - vi. The decision to award will be based on best commercial offer and value for money principle for the DBSA.

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

27. Due Diligence

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

a. Judgements and criminal convictions

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

b. Pending litigation/liquidation/business rescue (distinct from Working Capital)

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

c. Performance

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

d. Reputational harm

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

e. Restricted/Blacklisted

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

f. Vetting

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

g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

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

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

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity

- (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

29. STATUS OF BID

- 29.1 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.
- 29.2 A Bid must not be conditional on:
- 29.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
 - 29.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 29.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 29.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 29.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 29.3 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).
- 29.4 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.

30. CLARIFICATION OF BIDS

- 30.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 30.2 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.

31. DISCUSSION WITH BIDDERS

- 31.1 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.

- 31.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 31.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 31.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 31.4.1 conduct a site visit, if applicable;
 - 31.4.2 provide references or additional information; and/or
 - 31.4.3 make themselves available for panel interviews.

32. SUCCESSFUL BIDS

- 32.1 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.
- 32.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 32.3 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.

33. NO OBLIGATION TO ENTER INTO CONTRACT

- 33.1 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.
- 33.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

34. BIDDER WARRANTIES

- 34.1 By submitting a Bid, a Bidder warrants that:
- 34.1.1 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;

- 34.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 34.1.3 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;
- 34.1.4 it accepts and will comply with the terms set out in this RFP; and
- 34.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

35. DBSA'S RIGHTS

- 35.1 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:
 - 35.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 35.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 35.1.3 vary or extend any time or date specified in this RFP
 - 35.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 35.1.5 require additional information or clarification from any Bidder or any other person;
 - 35.1.6 provide additional information or clarification;
 - 35.1.7 negotiate with any one or more Bidder;
 - 35.1.8 call for new Bid;
 - 35.1.9 reject any Bid received after the Closing Time; or
 - 35.1.10 reject any Bid that does not comply with the requirements of this RFP.

36. GOVERNING LAWS

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

PART E

TERMS OF REFERENCE

Annexure A:

1.INTRODUCTION

On 18 April 2022 a national state of disaster was declared in response to the widespread flooding due to high rainfall in KwaZulu Natal (KZN) Provinces. While all parts of the KZN province were impacted, the worse-hit areas were the eThekweni metro and the districts of iLembe, uGu, King Cetshwayo, uThukela, and uMgungundlovu. It is anticipated that billions will be lost by the two economies as KZN couples the aftereffects of the July 2021 riots with the recent disaster within a space of four months.

The declaration was pursued in terms of Section 23 of the Disaster Management Act, 2002 since the affected municipal areas reflected and intensified on the following characteristics:

- Poor / no access to basic services, such as electricity, water, sanitation, and solid waste removal
- Unreliable or dysfunctional infrastructure for the provision of water and sanitation services
- Poverty and poor socio-economic conditions
- Public spaces, such as hospitals, clinics, schools, and pension payout points do not have access to water and proper sanitation services.
- Highly densified areas, and
- Shortage of shelter and ablution areas.

Government in the Joint Operational Committees / Task Teams including the private sector and NGO have flagged humanitarian support as the greatest need in the disaster recovery plans and meetings.

DBSA support is targeted at providing humanitarian relief in indigent communities as well as low income / rural areas with minimum standards of basic services access and a poor quality of life. The support is intended to support government's plan and contribute towards:

- a) restoring dignity of communities through access to basic water services,
- b) facilitating community mobility and connectivity, and

c) encouraging sustainable replacement housing that improves the quality of life of beneficiaries.

The successful implementation of the infrastructure projects is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

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

2.BACKGROUND

Business and government stakeholders extended engineering capacity augmenting the District Disaster Management Centers to undertake assessments and costing of the various categories of infrastructure in affected municipalities. Three engineers from the EC PMU and at the DDM district hub supported the Eastern Cape Provincial Disaster Management Teams with the technical assessments of infrastructure and determination of reasonableness of costing in the various districts

In lieu of the Disaster, Government has approached the DBSA with a request to support with the provision of Basic Services to the identified hotspots. EXCO have approved that the DBSA supports the Government on the following interventions to eradicate the impact of the floods.

- Provision of water services in the form of boreholes

3.TOP INTERVENTION AREAS IDENTIFIED

To eradicate the impact of the floods in the identified areas, the Joint Operational Committees / Task Teams including the private sector and the DBSA, provinces and municipalities have identified the following interventions:

- Drilling, equipping and refurbishment of boreholes as well as ensuring water quality compliance and ensure provision of potable water) (SANS 205)
- Repairs and installation of borehole equipment affected by the floods.
- Refurbishment of Water Treatment Works.

4.OBJECTIVE

It is expected that the DBSA's support with the implementation of some of these interventions will address some of the province's shortcomings.

The key objectives and deliverables are:

- i. Drilling, supply, and installation of Boreholes and /or
- ii. Repair and refurbishment of Bore holes.

5. TIME FRAME

The expected timelines for this programme will be dependent on the type of intervention to be undertaken in the implementation of the short-term interventions identified as the scope encompasses the refurbishment of existing works and new installations. The project durations will be stated under the relevant project scope of work for each type of intervention.

6. SCOPE OF WORK

To support the communities in the identified flood affected areas, the scope of work for the programme needs to be undertaken to mitigate:

- High shortage of drinking water i.e., Solar Boreholes and water storages.
- High number of dysfunctional boreholes due to flood impact.
- Affected electricity facilities to support the operations of boreholes
- High number of dysfunctional water pumps which require replacement

The detailed scope for each intervention is indicated in Table 1 below.

Table 1: Project List

PROVINCE	MUNICIPALITY	TOWN/VILLAGE	PROJECT TYPE	INTERVENTION	DELIVERABLES	TIME FRAME
KZN	uThukela District	Forderville under Inkosi Langalibalele Municipality in Estcourt area.	Solar Borehole & Treatment Facilities	Provision of water services	-Fencing -Fully Equip Borehole -Water Treatment facility	3 months
		Forderville under Inkosi Langalibalele Municipality in Estcourt area.				
		Loskop under Inkosi Langalibalele Municipality also in Estcourt area.				
	uMgungundlovu	Nyamvubu 7- Zwelisha, Mpofana Municipality (Coordinates S29.06.46.86"-E30.19.01.06")	Solar Borehole & Treatment Facilities	Provision of water services	-Fencing -Fully Equip Borehole -Water Treatment facility	3 months
		Manaka (changed from ENKOMBA 3), Mpofana Municipality (Coordinates S29.10.03.1"-E30.9.20.3")				
		Manana Farm-Ptn 1 (changed from Esikhaleni) (Coordinates S29.06.46.86" – E30.12.24.8")				

	iLembe District	Ndwedwe ward 3- Bhidakhona near the reservoir	Solar Borehole & Treatment Facilities	Provision of water services	-Fencing -Fully Equip Borehole -Water Treatment facility	3 months
		Maphumulo Ward 3- Ekunqobeni near Ekunqobeni school				
		Mandeni ward 1- Manqakaza area				
	uGu District	Umdoni, Ward 2, Zithokozise School, (Coordinates 30.22725 - 30.68441)	Solar Borehole & Treatment Facilities	Provision of water services	-Fencing -Fully Equip Borehole -Water Treatment facility	3 months
		Ezingoleni Municipality, Ward 2, Mbeni School (Coordinates 30.78264 30.16651)				
		Hibiscus Coast Municipality, Ward 24, Insingizi School (Coordinates 30.76321 30.34935)				

7.PROJECT IMPLEMENTATION & MONITORING PRINCIPLES

The implementation of the above interventions will happen through a series of activities namely:

No	Activity	Anticipated Duration
1.	Site Hand Over	3 months
2.	Site Establishment	
3.	Site Assessment with Engineers	
4.	Construction Phase	
5.	Testing and Commissioning	
6.	Completion: Final scope and completion certificates must be signed off by Municipal rep, Ward councillor and Traditional leader.	
7.	De-establishment of facilities on site. Leaving the site with only the infrastructure and no debris.	

8.THE SERVICE PROVIDER TEAM

The expertise required to successfully implement the different scope of works including, borehole drilling, water treatment facility and installation of solar power system, security fencing is as detailed under each respective scope of work.

9.SCOPE OF WORK

9.1. CONSTRUCTION AND/OR REFURBISHMENT OF BOREHOLES:

9.1.1. METHODOLOGY AND SPECIFICATION

Based on the proposed Flood Response Programme, the following methodologies will be employed.

9.1.1.1. Hydrogeological Survey

i. Site Assessment and Desk Study

Existing borehole information from in-house database and previous studies conducted by the municipality within the defined project area will be assessed to compare yields, water levels and water quality in order to determine whether the aquifers are stable or deteriorating. Aerial photos and other data obtained from previous groundwater investigations will be studied and extrapolated to identify geological structures such as dykes, faults and lineaments that can be used for water balances sheet.

ii. Siting

The boreholes will be installed within the Towns/Villages indicated in Table 1 above. The appointed Service Provider will be required to use available and appropriate methods to site a borehole to ensure that it produces adequate yield. The decision to drill more than one borehole will depend on the yield of the first borehole. The location of boreholes, should more than one be required, must be at least 30-50 m away from a potential pollution source such as on-site toilets, cattle kraals or cemeteries, but as close to the village as possible.

iii. Hydro-census

Borehole verification within a 1 km radius of the identified location will be conducted to verify the use of groundwater in the area. Existing boreholes and springs in the defined areas will be the direction of groundwater in the area.

iv. Geophysical Investigation

A geophysical survey must be conducted to identify and accurately position any structural features and lithology changes which could influence groundwater movement. The geophysical survey to accurately define the positions of structural features, weathering zones and other features of significance to groundwater occurrence will comprise Electro Magnetic 34(EM-34) and magnetic profiling supported by Vertical Electrical Resistivity Soundings (VES) if required. The survey will assist in selecting sites for the drilling of groundwater boreholes.

A proton precision magnetometer (G-856 Memory-Mag.) manufactured by Geometrics will be used for the magnetic surveys as well as EM 34 manufactured by Geonic. The Magnetic and EM survey method are useful in identifying intrusive dykes and geological contact

zones. A station spacing of 10 m will be used during the survey. Data from the magnetic survey will be processed and presented as profiles using spread sheets (MS Office Excel).

The magnetic traversing will be done using a proton fluid magnetometer, the magnetic survey will be run in conjunction with the EM-34 survey.

v. Drilling Supervision/ Testing Supervision

The Hydrogeological service will include the supervision of the drilling and advise the municipality and CLIENT on the possibility of striking water of an expectable yield. Also included will be the supervision of the yield test to confirm the sustainable yield of the borehole.

vi. Drilling of Production Borehole

- Only one borehole will be equipped and be at least 165 mm in diameter. The municipality and client together with the Service Provider, to ensure and secure a sustainable yield borehole.
- A total of 350m of drilling will be accepted in order to strike water. This can potentially be spread over three boreholes, depending on whether water has been obtained or not. Client together with the driller, will decide to stop drilling, and equip or move to the next site.
- The Drilling Contractor will only be paid for meters drilled and meters of casing installed in the borehole.
- All groundwater boreholes will be drilled in order to facilitate aquifer parameter testing and groundwater sampling. The borehole will be drilled using down the hole air percussion equipment.
- The drilling will be drilled according but not limited to the DWS minimum standards and guidelines:
 - a) The development of a production boreholes shall entail hydrogeological investigations, siting, drilling of new boreholes, and test pumping.
 - b) The Municipality and client will inform the service provider based on the yield test and water quality which borehole to equip.
 - c) The Borehole development shall further entail the removal of drilling fines from aquifer pores, removal of drilling foam/mud, and establishing a gravel pack filter around the borehole-aquifer interface.
 - d) Borehole development method for use shall be determined by the hydrogeological investigation's recommendations.
 - e) The Borehole diameter shall be determined by the findings of the hydrogeological investigations and site conditions, but not smaller than 165 mm.

- All installations shall make use of a solar electricity supply system and any alternate method of energy supply must be approved by the municipality and client. The selection of the solar pump type and capacity shall be based on:
 - a) Maximum required/available capacity and safe yield
 - b) Total pumping head
 - c) Maximum pumping rate feasible
- The borehole is to be fully screened (from the water table to bedrock) with a 0.5 m sump. A fine screen (5 mm long and 0.6 mm wide) is to be used to prevent sediment entry into the borehole and fine gravel pack is to be installed in the borehole annulus around the screen. The size of the gravel pack particles should be larger than slot/screen sizes. A bentonite pellet seal is to be installed above the depth at which the water table occurs. The borehole should be sleeved all the way.

9.1.1.4. Pump Test of the Production Borehole

Only the borehole agreed between the Municipality, client and the Driller, will be subjected to aquifer testing. This will be done with the aid of positive displacement pumps, and it will entail step drawdown test to determine borehole efficiencies and constant rate test to determine the aquifer parameters and yield estimates. It is anticipated that a 24 to 48-hour constant discharge tests will be done in the respective boreholes.

a) Step Tests

Step drawdown tests will be performed to more clearly define the optimum yield at which the constant discharge test can be run. The tests will involve pumping the agreed boreholes at four sequentially higher pumping rates each maintained for an equal length of time, generally not less than 60 minutes. The magnitude of drawdown of the water level in the borehole in response to each of these pumping rates will be measured and recorded on a time schedule as well as the actual pumping rate maintained during each step.

b) Constant Discharge Tests

Once the step drawdown tests have been completed the agreed borehole will be subjected to a constant discharge test over 24 to 48 hours in order to obtain aquifer parameters such as transmissivity and Distribution.

The constant discharge tests will be performed to assess the productivity of the aquifer according to its response to the abstraction of water. This response can be analyzed to provide information in regard to the hydraulic properties of the aquifer.

These tests will require the boreholes to be pumped at a single pumping rate which is kept constant for the duration of the test. The pumping rates will be set at yields which will be considered to be sustainable for the duration of the tests. The drawdown in water level in the boreholes will be measured during the course of the tests and recorded against a time schedule. Should there be any boreholes within close proximity to pumped borehole, the drawdown in water level will be measured and recorded on the same time schedule as the pumped borehole. Water level measurements will be recorded during the recovery period following the end of pumping of the agreed borehole.

9.1.1.5. Borehole Water Sampling

A borehole water sample must be collected from the tested borehole at the end of pumping test exercise in order to obtain a representative elementary volume of the aquifer.

These samples must be submitted to an accredited analytical laboratory for the analyses of major cation and anion distribution, pH, electrical conductivity, total alkalinity and the water quality be classified according DWA Drinking Standards as well as SANS 241-1:2015.

If treatment is required, see “*Water Purification Systems 11 April 2020*” document.

9.1.1.6Protecting Ground Water

The site conditions and layout shall determine the feasible measures to be put in place to protect the groundwater from contamination and equipment from theft and damage.

The following guidelines shall be followed when determining the feasibility of protecting the borehole:

- The borehole and pump must be protected in a concrete ring and with a lockable manhole for inspections and to do Maintenance to the pump installation.
- The SOLAR installation should be protected with razor wire to prevent theft.
- The Tank stand with 1 X 5000 l tanks should be protected with razor wire to prevent theft.
- SOLAR electrical equipment must be in a steel lockable box, secured to the ground and should be protected with razor wire to prevent theft.

9.2. Equipping

9.2.1. Borehole

- i. The borehole collar is to be below ground surface.
- ii. A section of steel casing with a lockable cap should be installed around the borehole collar.
- iii. The Borehole shall be fitted with a Flow meter.
- iv. All Boreholes shall be fitted with a conduit pipe to facilitate monitoring of groundwater test levels.
- v. Borehole shall be disinfected where the water chemical analysis recommends action.
- vi. A Borehole cap shall be used to seal the borehole.
- vii. The site at each borehole is to be cleaned after completion of the borehole.

9.2.2. Submersible pump

Submersible borehole pump complete with steel manhole cover.

9.2.3. Pump Size

The pump will be determined as per 9.1.1.4 above

9.2.4. Storage

- 1 x 5000 liters water tank
- 1 x 4.5 m high steel stand. All steel members to be painted with standard primer and oil paint application for water structures.

9.2.5. Water pipework and standpipes

The water stand with the 1 X 5000 l tanks will not be more than 50 m from the borehole. The outlet of the tanks will be connected. Excavation in all materials for trenches for up to including 75 mm nominal diameter pipes and smaller, up to 1 m deep. Pipes and cables to have a minimum cover of 800 mm. Relevant pipes should be 0 DN Class 9 and 25 DN Class 9. For the two Standpipes, the two-standpipe installation, complete with in-situ constructed concrete trough. Rates include backfill, compact and disposal of surplus and unsuitable material. All the necessary pipework, connections, standpipes and ancillary works shall be implemented by the contractor even when they are not expressly mentioned in the BOQ.

9.2.6. Electrical Power Supply

It is expected that the current electricity supply will be from solar panels. The sizing of the solar panel installation will also be dependent on the borehole pump size and related electrical system needs. The solar panels must be installed on a stand and secured against theft.

9.2.7. Water Purification Facility

Water tests will dictate the type of the purification facility required for the particular borehole. It is expected that as soon as the water test results are available, water purification specialists are to be consulted for some advice on the plant suited for the type of water.

9.2.8. Invisible Fencing (Clear View Type)

A 40m Invisible Fencing (Clear View type) together with a double leaf gate of the same material to be provided around the water tank site. Length of fence to be verified on site.

9.2.9. Commissioning

- i. Once the borehole is completed and functional, commissioning must be done on site with representatives of the **Local Municipality**, MISA and DBSA.
- ii. If the MISA and the Local Municipality is satisfied with the operations of the installed borehole, the final payment will be authorized.

MUNICIPALITY 1: UTHUGELA DM WATER PROJECTS

- REFURBISHMENT OF BOREHOLES
- DRILLING AND EQUIPPING OF BOREHOLES

BILL OF QUANTITIES DOCUMENT					
ALL ITEMS MUST BE PRICED AS PER THE ToR IN THE DOCUMENT					
Item No:	Item Description	Unit	QTY	Rate	Total Amount (Rate x QTY)
1	Preliminary and General	Municipality	1		
2	Hydrogeological Services	each	3		
3	Drilling of Production Borehole per meter to Maximum of 250 meters	meter	750		
4	Pump test of production Borehole	each	3		

5	Water quality analysis (chemical and biological)	each	3		
6	Supply and install Protection of Borehole	each	3		
7	Supply and install 10000L Water Tank	each	3		
8	Supply and install 10000L Water Tank & stander	each	3		
9	Supply and install SOLAR Panels	each	3		
10	supply and install Borehole electrical Power Supply	each	3		
11	Supply and install Borehole Submersible Pumps	each	3		
12	supply and install Borehole Water purification facility	each	3		
13	supply and install Borehole Water pipework and standpipes	each	3		
14	Commissioning of Borehole	each	3		
15	supply and install clear view invisible wall panels security fence 40m long, 2.1m high with 3mm diameter wires – Galvized (AluGalv coated) or similar approved.	each	3		
	Sub-Total				
	15 % Vat				
	Total Cost to Provide one Sustainable Borehole				

MUNICIPALITY 2: UMGUNGUNDLOVU DM WATER PROJECTS

- REFURBISHMENT OF BOREHOLES
- DRILLING AND EQUIPPING OF BOREHOLES

BILL OF QUANTITIES DOCUMENT
ALL ITEMS MUST BE PRICED AS PER THE ToR IN THE DOCUMENT

Item No:	Item Description	Unit	QTY	Rate	Total Amount (Rate x QTY)
1	Preliminary and General	Municipality	1		
2	Hydrogeological Services	each	3		
3	Drilling of Production Borehole per meter to Maximum of 250 meters	meter	750		
4	Pump test of production Borehole	each	3		
5	Water quality analysis (chemical and biological)	each	3		
6	Supply and install Protection of Borehole	each	3		
7	Supply and install 10000L Water Tank	each	3		
8	Supply and install 10000L Water Tank & stander	each	3		
9	Supply and install SOLAR Panels	each	3		
10	supply and install Borehole electrical Power Supply	each	3		
11	Supply and install Borehole Submersible Pumps	each	3		
12	supply and install Borehole Water purification facility	each	3		
13	supply and install Borehole Water pipework and standpipes	each	3		
14	Commissioning of Borehole	each	3		
15	supply and install clear view invisible wall panels security fence 40m long, 2.1m high with 3mm diameter wires – Galvized (AluGalv coated) or similar approved. (type)	each	3		
	Sub-Total				

	15 % Vat	
	Total Cost to Provide one Sustainable Borehole	

MUNICIPALITY 3: ILEMBE DM WATER PROJECTS

- REFURBISHMENT OF BOREHOLES
- DRILLING AND EQUIPPING OF BOREHOLES

BILL OF QUANTITIES DOCUMENT					
ALL ITEMS MUST BE PRICED AS PER THE TOR IN THE DOCUMENT					
Item No:	Item Description	Unit	QTY	Rate	Total Amount (Rate x QTY)
1	Preliminary and General	Municipality	1		
2	Hydrogeological Services	each	3		
3	Drilling of Production Borehole per meter to Maximum of 250 meters	meter	750		
4	Pump test of production Borehole	each	3		
5	Water quality analysis (chemical and biological)	each	3		
6	Supply and install Protection of Borehole	each	3		
7	Supply and install 10000L Water Tank	each	3		
8	Supply and install 10000L Water Tank & stander	each	3		
9	Supply and install SOLAR Panels	each	3		
10	supply and install Borehole electrical Power Supply	each	3		
11	Supply and install Borehole Submersible Pumps	each	3		
12	supply and install Borehole Water purification facility	each	3		

13	supply and install Borehole Water pipework and standpipes	each	3		
14	Commissioning of Borehole	each	3		
15	supply and install invisible fencing (clear view type)	each	3		
	Sub-Total				
	15 % Vat				
	Total Cost to Provide one Sustainable Borehole				

MUNICIPALITY 4: UGU DM WATER PROJECTS

- REFURBISHMENT OF BOREHOLES
- DRILLING AND EQUIPPING OF BOREHOLES

BILL OF QUANTITIES DOCUMENT					
ALL ITEMS MUST BE PRICED AS PER THE ToR IN THE DOCUMENT					
Item No:	Item Description	Unit	QTY	Rate	Total Amount (Rate x QTY)
1	Preliminary and General	Municipality	1		
2	Hydrogeological Services	each	3		
3	Drilling of Production Borehole per meter to Maximum of 250 meters	meter	750		
4	Pump test of production Borehole	each	3		
5	Water quality analysis (chemical and biological)	each	3		
6	Supply and install Protection of Borehole	each	3		
7	Supply and install 10000L Water Tank	each	3		
8	Supply and install 10000L Water Tank & stander	each	3		

9	Supply and install SOLAR Panels	each	3		
10	supply and install Borehole electrical Power Supply	each	3		
11	Supply and install Borehole Submersible Pumps	each	3		
12	supply and install Borehole Water purification facility	each	3		
13	supply and install Borehole Water pipework and standpipes	each	3		
14	Commissioning of Borehole	each	3		
15	supply and install clear view invisible wall panels security fence 40m long, 2.1m high with 3mm diameter wires – Galvized (AluGalv coated) or similar approved. (type)	each	3		
	Sub-Total				
	15 % Vat				
	Total Cost to Provide one Sustainable Borehole				

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP 172/2023: THE APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDER (PSP) THE CONSTRUCTION OF SOLAR POWERED BOREHOLES INCLUSIVE OF A WATER TREATMENT SYSTEM IN THE KWAZULU NATAL (KZN) PROVINCE ALLOCATED PER DISTRICT.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

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

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

Signature(s) _____

Name(s)

Capacity

For the
Tenderer

(Name and address of organisation)

Name and
signature of
witness

Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:.....

ADDRESS:.....

.....

.....

.....

RESTRICTED SUPPLIERS

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

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

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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

